

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

BOARD OF DIRECTORS

REGULAR MEETING AGENDA
APRIL 28, 2006
10:00 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

BOARD OF DIRECTORS MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

Board of Directors

Commissioner Bruno Barreiro
James A. Cummings
Marie Horenburger

Neisen Kasdin
Jeff Koons, Chair
John Martinez

George Morgan, Jr.
Commissioner James Scott
Bill T. Smith

Executive Director

Joseph Giulietti

BOARD OF DIRECTORS REGULAR MEETING
OF APRIL 28, 2006

The meeting will convene at 10:00 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL - Additions, Deletions, Revisions

DISCUSSION ITEMS

MATTERS BY THE PUBLIC - Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of March 24, 2006.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1. MOTION TO APPROVE: The amendments to the SFRTA Bylaws shown in Exhibit 1.

Department: Legal
Project Manager:

Department Director:
Contracts Director:

R2. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2005-06 Operating Budget, decreasing the Operating Budget by \$566,000. The total Operating Budget for FY 2005-06 is \$38,015,997 (see Exhibit 1).

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

R3. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2005-06 Capital Budget. This Amendment increases the Capital Budget by \$8,761,606 bringing the total FY 2005-06 Capital Budget to \$164,215,721.

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

R4. MOTION TO APPROVE: First Amendment to Agreement No. 04-100, between the South Florida Regional Transportation Authority (SFRTA) and Meridian Management Corporation, to increase the compensation amount by \$100,000 to the new maximum not-to-exceed amount of \$3,788,215 for the initial three year term.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R5. MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of the Marketing Campaign program for the new increase in train and shuttle service headways, in the amount of \$100,000.

Department: Planning & Capital Development
Project Manager: Bonnie Arnold

Department Director: Jack Stephens
Procurement Director: Chris Bross

R6. MOTION TO ADOPT: Endorsement of York Residential's mixed use development at Tri-Rail's Deerfield Beach Station.

Department: Planning and Capital Development
Project Manager: Lynda Kompelien Westin

Department Director: Jack Stephens
Procurement Director: Chris Bross

R7. MOTION TO APPROVE: Second Amendment to Agreement No. 03-284 between the South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc., increasing the annual not-to-exceed amount of the Agreement by \$100,000.00 for FY 05/06 to fund a regional marketing campaign to promote the increased train service.

Department: Marketing and Customer Service
Project Manager: Bonnie Arnold

Department Director: Bonnie Arnold
Contracts Director: Chris Bross

R8. MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

Department: Planning and Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Procurement Director: Chris Bross

R9. MOTION TO ENDORSE: Approval of the Policy for Unsolicited Proposals, which incorporates the Florida Department of Transportation's (FDOT's) Rule 14-107, Florida Administrative Code, on unsolicited proposals.

Department: Planning and Capital Development
Project Manager: Loraine Kelly-Cargill

Department Director: Jack Stephens
Procurement Director: Chris Bross

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. [CONSTRUCTION OVERSIGHT COMMITTEE](#)
- C. [PLANNING TECHNICAL ADVISORY COMMITTEE](#)
- D. [MARKETING COMMITTEE](#)
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

[I-1. INFORMATION](#) – South Florida East Coast Corridor Regional Transit Analysis Study Update

[I-2. INFORMATION](#) – Rail ~ Volution 2007 Conference

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – March
- B. [RIDERSHIP GRAPHS](#) – March
- C. [ON-TIME PERFORMANCE GRAPHS](#) – March
- D. [MARKETING MONTHLY SUMMARY](#) – March

E. BUDGETED INCOME STATEMENT – March

F. PAYMENTS OVER \$2,500.00 – March

G. REVENUE AND FARE EVASION REPORTS – March

H. SOLICITATION SCHEDULE – March

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY
- March

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT
COMMITTEE – March

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Board of Directors for the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS REGULAR MEETING
OF MARCH 24, 2006

The regular Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 10:00 a.m. on Friday, March 24, 2006 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100 Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Miami-Dade County Commissioner
James A. Cummings, Citizen Representative, Broward County
Marie Horenburger, Citizen Representative, Palm Beach County – *arrived @ 10:07 am*
Neisen Kasdin, Citizen Representative, Miami-Dade County – *arrived @ 10:19 a.m.*
Jeff Koons, Chair, Palm Beach County Commissioner
George Morgan, Governor's Appointee
James A. Scott, Broward County Commissioner
Bill T. Smith, Governor's Appointee

BOARD MEMBERS ABSENT:

John Martinez, District Secretary, Florida Department of Transportation

ALSO PRESENT:

Joseph Giuliatti, Executive Director, SFRTA
Jack Stephens, Deputy Executive Director, SFRTA
Bonnie Arnold, Director of Marketing, SFRTA
Diane Hernandez Del Calvo, Director of Administration, SFRTA
Bradley Barkman, Director of Operations, SFRTA
Chris Bross, Director of Procurement, SFRTA
Mary Jane Lear, Director of Human Resources, SFRTA
Daniel Mazza, Director of Engineering, SFRTA
Edward Woods, Director of Finance & IT, SFRTA
Jeff Olson, Staff Counsel, SFRTA
Teresa Moore, General Counsel, SFRTA
Linda Miles-Lewis, Executive Assistant, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 10:02 a.m.

PLEDGE OF ALLEGIANCE.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Giuliatti requested the following revision to the agenda:

Deletion: Agenda Item R5: Motion to Approve Funding Agreement between the SFRTA and the Palm Beach Metropolitan Planning Organizatoin for the Central Palm Beach County Transportation Corridor Study (the “Funding Agreement”).

Board Member Jim Cummings moved for approval of the Agenda. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

DISCUSSION ITEMS:

- Quiet Zone Issues facing the Corridor

Mr. Dan Mazza, SFRTA Director of Engineering and Mr. Larry Merritt, Multimodal Programs Manager for the Florida Department of Transportation (FDOT) gave an overview of the Federal Railroad Administration’s (FRA) ruling for the use of locomotive horns at highway rail grade crossings. They explained in detail the procedures necessary to obtain a quiet zone designation.

Board Member Morgan asked if the freight trains have to abide by the same quiet zone rules.

Mr. Mazza stated that the quiet zone rules apply to passenger and freight traffic.

Board Member Morgan asked if quiet zones are suspended during a hurricane.

Mr. Mazza stated that they were.

Board Member Horenburger asked how quickly the gates are put back in order after a hurricane.

Mr. Giulietti stated that it took 14 days after the last storm. He stated that every thing that could be done has been done to date under federal statutes to allow for the cities to apply for a quiet zone.

The Chair asked who will be responsible for the costs of upgrades to the supplemental safety measures. Mr. Merritt stated that the costs will be the responsibility of the city.

The Chair thanked Mr. Mazza and Mr. Merritt for their presentation.

MATTERS BY THE PUBLIC –

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

- C1. MOTION TO APPROVE: Minutes of Board of Directors' Regular Meeting of February 23, 2006

Board Member Jim Cummings moved for approval of the Consent Agenda. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

- R1. MOTION TO APPROVE: Exercising the second of two (2) one (1)-year renewal options to Agreement No. 02-709, between the South Florida Regional Transportation Authority (SFRTA) and Sharpston, Brunson & Company P.A., for Professional Auditing Services for the Fiscal Year 2005-06 audit in the firm fixed amount of \$77,500.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R2. MOTION TO APPROVE: Consent to Use Agreement between the South Florida Regional Transportation Authority (SFRTA) and the Children's Services Council of Palm Beach County.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R3. MOTION TO APPROVE: Grant Agreement between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Community Affairs (DCA) for financial assistance for Security Initiatives in the amount of \$732,232.

Board Member Jim Cummings moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Commissioner Barreiro asked how long the camera recordings were kept.

Mr. Bradley Barkman, SFRTA Director of Operations responded that FDOT requires that recordings be kept thirty (30) days.

- R4. MOTION TO APPROVE: A one time six-month extension of the Memorandum of Understanding (MOU) between the South Florida Regional Transportation Authority (SFRTA) and the 79th Street Corridor Neighborhood Initiative, Inc., which formalizes a working relationship for the development of a Transit Oriented Development in the area surrounding the Tri-Rail/Metrorail Transfer Station in Miami-Dade County.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R6. MOTION TO APPROVE: Modification to Purchase Order No. 05-000380 between the South Florida Regional Transportation Authority (SFRTA) and Holland & Knight LLP for additional special legal services related to the Boca Raton Phase II Joint Development Project, increasing the Purchase Order by the not-to-exceed amount of \$50,000, for a total Purchase Order not-to-exceed maximum amount of \$100,000.

Board Member Bill Smith moved for approval. The motion was seconded by Board Member Marie Horenburger.

Commissioner Scott stated that the Property Committee strongly recommends the approval of this item.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

R7. (A) MOTION TO APPROVE: The Procurement Evaluation Procedures, similar to the form attached as Exhibit 1, for RFP 05-722 for the Universal Automated Fare Collection System procurement (the "Procedures").

(B) MOTION TO AUTHORIZE: The Executive Director to finalize the Procedures.

Mr. Giulietti stated that this item is to establish procurement evaluation procedures for the fare collection procurement. He stated that Ms. Renee Matthews, SFRTA Project Manager has taken the lead to coordinate this effort between the three counties. He explained that Miami-Dade will have a majority on the Evaluation Committee. In exchange Miami-Dade has agreed that they will pay 80% of all legal fees associated with this process. He informed the Board that the Request For Proposal (RFP) package contains the scope prepared by SFRTA and is under review by all of the Agencies. Mr. Giulietti requested the ability to finalize these procedures.

Ms. Teresa Moore, SFRTA Legal Counsel, clarified that the motion is for the Executive Director to finalize the procurement document. She stated that the Evaluation Committee membership will come back to the Board for approval.

Commissioner Barreiro stated that this system is needed as soon as possible in Miami-Dade County.

Board Member Morgan asked if the Agencies are attempting to create a fare card that can be used on any bus or train through the Tri-County area and beyond.

The Chair answered in the affirmative.

Mr. Joseph Goldstein, Shutts & Bowen, LLP addressed the Board. He stated that he represents one of the potential vendors, Scheidt and Bachman. Mr. Goldstein suggested that rather than the Board allow the Executive Director to finalize the evaluation procedures, he wanted to encourage the Board to assure that everyone has a fair opportunity to understand the rules, to come back before the Board once the procedures were finalized.

Mr. Goldstein continued to explain that the way the Evaluation Procedures are written explains that information reports will be prepared for the Evaluation Committee. He urged the Board in their finalization of the technical subcommittee to offer the discretion to do a qualitative discussion so that members of the Evaluation Committee have the benefit of their expertise. He requested that the Board finalize the procedures first, and then make sure that there is a real ability for the technical subcommittees to give a qualitative analysis on the technical competence.

Mr. Chris Bross, SFRTA Director of Procurement stated that the use of technical subcommittees is a procedure that has been used in the past. He stated that this is the same procedure used for the Segment 5 Construction Project. He stated that the expertise is available at the level Mr. Goldstein referred to. He stated that on the pass/fail basis an opportunity is available to identify whether or not the requirements are meeting, exceeding, or not meeting requirements. He stated that there is a lot of due diligence applied at the staff and technical experience level prior to it going to an Evaluation Committee for scoring and ranking the proposals.

Mr. Bross explained that individual evaluation committee members are also given the proposals to do their own fact finding and independent evaluations prior to the public evaluation meeting. He stated that with the amount of text and expertise especially working with SFRTA regional partners, Miami Dade, Palm Beach and Broward Transit the level of expertise needed is available.

Mr. Bross also explained that there is an opportunity during the RFP process for vendors to ask questions and have the Agency respond formally in writing. He stated that this process will be made available to the all vendors.

Ms. Moore asked Mr. Bross to clarify that during the sunshined meeting of the Evaluation Committee, the technical subcommittee members will be available to the Evaluation Committee to give them recommendations as necessary.

Mr. Bross stated that this was correct.

Board Member Horenburger asked whether the ranking would be on the pass/fail or the technical.

Ms. Moore stated that the Evaluation Committee would be using weighted criteria to establish a score that will result in a ranking. She stated that Mr. Goldstein's reference was to the technical subcommittees and the fact that they would only be making a pass/fail. She stated that Mr. Bross acknowledged that in addition the Evaluation Committee will meet in public with the technical subcommittee and gain their recommendations based on their technical review of the document. She stated that they will have the benefit not only of the pass/fail review but also any recommendations they may have.

Mr. Bross stated that scoring and ranking would take place at the Evaluation Committee meeting.

Board Member Cummings asked how many proposals were expected.

Mr. Bross stated that he expected approximately five or six vendors to submit proposals.

Mr. Cummings stated that he felt very comfortable with what was in place and recommended the Board go forward with it.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R8. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Miami-Dade County relating to the procurement for the Universal Automated Fare Collection System (UAFCS).

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. PROPERTY COMMITTEE

Commissioner Scott reported that the Property Committee acted on the Children's Service item. He stated that the Committee has requested that staff reinstitute negotiations on the Boca project. He stated that the Committee also discussed the necessity for an overall assessment of the needs of stations and facilities on the entire line.

The Chair stated that this could be addressed during the strategic planning session.

Commissioner Scott stated that it is good policy to have an overall assessment addressing the goals and objective and plans for the future.

Board Member Jim Cummings stated that he hoped that when the Property Committee is approached by a city regarding a station, they ask the question of how the city is going to increase the density around the station. He stated that without that happening he would vote against a new station. He stated that the city should come forward with a density plan, and without one, a station should not be considered.

The Chair stated that guidelines should be set up going forward.

Board Member Kasdin asked if there were criteria in place for deciding on what basis to open a new station.

The Chair stated that there are no criteria in place. He stated that this should also be addressed at the strategic planning session.

Board Member Morgan stated that the fundamental issue that should be addressed is whether the Board is going to make these types of evaluations with the existing staff or is the Board going to employ a third party consultant or some combination thereof. He stated that SFRTA staff does not have excess time and it was never constituted that the existing staff would be dealing with a dual tracking system as well as the potential of dealing with FEC Corridor. He stated the Board needs to address the issue of increasing staff, what type of people to hire and the possibility of outside consultants. He stated that information might already be available. He suggested that in anticipation of the retreat, staff should come back with responses as to who is responsible within the organization today, how many people could be attributed to this ongoing task and what recommendations they would have for either additional staffing or how to deal with third parties to obtain input from them on how proceed.

The Chair stated that Treasure Coast Regional Planning Council is available on a ad hoc basis.

Ms. Kim DeLaney, Growth Management Coordinator for the Treasure Coast Regional Planning Council addressed the Board. She stated that SFRTA has an existing relationship with the regional planning councils of West Palm Beach and Treasure Coast to assist in analysis and planning. She stated that Treasure Coast is staffing up to meet the needs of the Agency due to the increase of Transit Oriented Development (TOD).

Commissioner Barreiro stated that on the rapid transit zones in Miami Dade County, the county controls the zoning. He asked Board counsel to investigate whether the State has the ability to control zoning and if they can delegate that control to the Agency.

Commissioner Scott stated that an overall assessment is needed. He also stated that this should also be looked at solely from SFRTA perspective.

Board Member Horenburger asked if a consultant would be hired to work with the regional planning councils.

Board Member Morgan stated that he wanted staff to come back to the Board with a report that tells them who they have currently in the organization doing this, what people are involved that are experts in these areas and what needs to be done to increase staffing to address these issues, and/or how would staff recommend the Board go to third parties so that the Board can make an informed decision about increasing staff or adding a third party consultant.

B. CONSTRUCTION OVERSIGHT COMMITTEE

Mr. Cummings stated that the double tracking is substantially complete and train service has been increased on the corridor. He stated that the New River Bridge will not be complete until December 2006.

C. PLANNING TECHNICAL ADVISORY COMMITTEE

Board Member Horenburger asked how many trains will be starting the new schedule.

Mr. Giulietti stated that there will be forty trains until New River Bridge construction is complete.

D. MARKETING COMMITTEE

E. OPERATIONS TECHNICAL COMMITTEE

F. CITIZENS ADVISORY COMMITTEE

G. AUDIT COMMITTEE

H. LEGISLATIVE COMMITTEE

Mr. David Ericks, Ericks Consulting addressed the Board. He stated that he, Mr. Giulietti, and Representative Greenstein met with the Speaker of the House.

He stated that the dedicated funding portion of the bill needed to be reworded and he asked Ms. Moore for her assistance. He stated that the House Bill was going to be heard the week of March 27. He stated that the Senate Bill would be heard very soon.

Mr. Ericks informed the Board that the Bill is not dead as recently rumored.

Board Member Horenburger asked if there was any strong opposition from the leadership. Mr. Ericks stated that he did not expect strong opposition. He stated that he would be calling the Commissioners from all three counties for assistance in contacting Representatives.

He stated that Mr. Cummings will be meeting with Mr. Denver Stutler on March 28, 2006 regarding dispatch issues.

Board Member Morgan stated that the dispatching issue is very important and FEC corridor was also discussed during the Regional Business Alliance's (RBA) meeting with Mr. Stutler.

Mr. Cummings asked the status of the transit surtax. He stated that in his opinion this Bill should be killed, not modified. He stated that the language reads for transportation, not transit.

I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS - February
- B. RIDERSHIP GRAPHS – February
- C. ON-TIME PERFORMANCE GRAPHS – February

Mr. Bradley Barkman, SFRTA Director of Operations addressed the Board. He stated that there has been significant improvement in on time performance in the end to end and station to station train performance. He stated that there are some remaining speed restrictions that are currently being worked to be lifted. He stated that the schedule that has been put together maximizes the use of the time between stations to minimize the travel time for the passengers.

The Chair requested that staff provide this information to Mr. Cummings for his upcoming meeting with Mr. Stutler.

Board Member Horenburger asked if the on time performance is posted on the website.

Mr. Giulietti stated that the reports are posted on a monthly basis.

- D. MARKETING MONTHLY SUMMARY – February
- E. BUDGETED INCOME STATEMENT – February
- F. PAYMENTS OVER \$2,500.00 – February
- G. REVENUE AND FARE EVASION REPORTS – February
- H. SOLICITATION SCHEDULE – February
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - February

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – February

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

Ms. Teresa Moore, SFRTA Legal Counsel provided an update regarding FDOT's response related to projects coming before the Board that involve former Board members.

She stated that she recommends that the contract be addressed with FDOT to find out if they agree it does or does not violate the contract provision before the Agency considers entering into any contracts.

CHAIR COMMENTS

The Chair stated that he had attended several meetings regarding strategic transportation planning for South Florida, Northeast and Northwest Florida.

BOARD MEMBER COMMENTS

Commissioner Barreiro encouraged the Board to continue to support Mr. Giulietti in his discussions with Miami Dade and future expansions.

Board Member Morgan stated that Mr. Cummings should be applauded for the time and effort he has dedicated to the completion of the Double Tracking Project. He also thanked SFRTA staff for their hard work toward improving the on time performance.

Board Member Morgan stated that the dispatching issues and the FEC corridor are monumental issues. He requested a monthly update on each issue.

The Chair recognized Mr. Rick Chesser and thanked staff for their efforts during the Double Tracking Project.

Board Member Marie Horenburger moved that the Board appoint former Del Ray Beach Commissioner Patricia Archer as her new appointee to the Citizen Advisory Committee. Commissioner Jim Scott seconded the motion.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Board Member Horenburger stated that she will be in Tallahassee during the last week of session and requested consent from the Board to work with the SFRTA staff and consultants while there.

The Chair gave consent.

Board Member Smith stated that he would like staff to provide him with the automobile insurance rates in the Tri-county area. He stated that he would also like to understand the demographics, the age groups in size and the growth potential. He stated that he would like that information included with the report staff is going to present regarding free fares for seniors.

Board Member Cummings stated that a dedicated funding source is necessary to support the SFRTA projects. Board Member Cummings also stressed the need for Broward and Palm Beach to vote on 1-cent sales tax to support transit projects.

ADJOURNMENT

There being no further business to discuss, the Chair adjourned the meeting at 11:42 a.m.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

APPROVAL OF AMENDMENT TO SFRTA BYLAWS

REQUESTED ACTION:

MOTION TO APPROVE: The amendments to the SFRTA Bylaws shown in Exhibit 1.

SUMMARY EXPLANATION AND BACKGROUND: SFRTA Committee meetings are currently required by the Bylaws to be advertised in the Florida Administrative Weekly ("FAW"), local newspapers of general circulation, the SFRTA website and in the SFRTA offices. Staff is requesting that the Board not require advertisement of committee meetings in local newspapers of general circulation due to the cost and staff time involved in advertising multiple committee meetings. Committee meetings would continue to be advertised in the other locations mentioned above.

Department: Legal

Department Director:

Project Manager:

Contracts Director:

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 – Proposed Amendments to Bylaws](#)

APPROVAL OF AMENDMENT TO SERTA BYLAWS

Recommended by: _____ Approved by: CLB 4/17/06
Department Director Date Contracts Director Date

Authorized by: J. G. Heston 4/17/06 Approved as to Form by: [Signature] 4/17/06
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

5.6. NOTICE OF REGULAR COMMITTEE MEETINGS. The notice requirement shall be the same as for regular Board meetings (see Section 4.4), except that advertising in local newspapers of general circulation is not required. The Executive Director shall provide a copy of the agenda, subject to change and subject to the provisions herein, for each regular committee meeting to each committee member not less than four (4) calendar days prior to such regular committee meeting. In addition, a copy of such agenda shall be made available at the office of the Authority not less than four (4) calendar days prior to such regular committee meeting. The failure of a Board member to receive any such notice properly given shall not affect the legality of a special committee meeting if a quorum is in attendance.

5.9. NOTICE OF SPECIAL COMMITTEE MEETINGS. The notice requirement for special meetings shall be the same as for regular committee meetings (see Sections 4.4 and 5.6). Such notice shall also be delivered to the home or business address of each member of the committee not less than twenty-four (24) hours prior to such special meeting of the committee. Each such notice shall state the date, time and place of the special meeting and the purpose for which such special meeting of the committee has been called. The failure of a Board member to receive any such notice properly delivered shall not affect the legality of a special meeting if a quorum is in attendance.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 1

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2005-06 Operating Budget, decreasing the Operating Budget by \$566,000. The total Operating Budget for FY 2005-06 is \$38,015,997 (see Exhibit 1).

SUMMARY EXPLANATION AND BACKGROUND:

This budget amendment is comprised of the following transactions:

Revenue:

1. Train Revenue: The Train Revenue line item is being reduced by \$475,000. In preparing the FY 2005-06 Operating Budget, staff anticipated an increase in train revenue based on past ridership trends. Actual revenue is running approximately 8.8% below budget. The primary reasons for this decrease are Hurricanes Katrina and Wilma.
2. FTA GRANTS: Staff has received approval to increase the FTA Grants by \$300,000 due to an anticipated increase in Preventive Maintenance, the result of running additional trains.
3. FDOT-Feeder Service: FDOT has provided the SFRTA with an additional \$135,000 in feeder funds to offset the increased cost of providing more feeder services due to the increase in train service.
4. FDOT-DMU Funding: DMU funding is being reduced for FY 2005-06 by One Million (\$1,000,000) due to the DMU's not being put into operation until July 2006.
5. FDOT-Marketing: FDOT has provided a \$100,000 grant to the SFRTA to promote the new Tri-Rail train and shuttle service.

(Continued on page 2)

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

FISCAL IMPACT: This budget amendment decreases the FY 2005-06 Operating Budget by \$566,000.

EXHIBITS ATTACHED: [Exhibit 1 – Revised FY 2005-06 Operating Budget](#)

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 1

SUMMARY EXPLANATION AND BACKGROUND (continued):

Revenue:

6. Unrestricted Reserve: In order to balance the budget amendment, staff is using \$700,000 of its reserves, which the SFRTA has accumulated over the last two years.
7. Other Local Funding: When preparing the Operating Budget, staff anticipated funding from local municipalities in order to provide addition feeder service. These funds never became available, and the \$326,000 reduction reflects that.

Expenses:

1. Personnel Expense: Staff is reducing the Personnel Expense budget line item by \$275,000, the result of a delay in hiring some additional personnel.
2. Train Fuel: Staff is increasing the Train Fuel line item by \$325,000 to compensate for the continual increase in fuel cost.
3. Feeder Service: Feeder service expenses are being reduced by \$240,000. In preparing the FY 2005-06 Operating Budget, staff budgeted approximately \$375,000 for additional feeder services. It now appears that the SFRTA will incur only about \$135,000 of additional feeder service expense.
4. General & Administrative Costs: Staff is increasing General & Administrative costs by \$100,000. The reasons for the adjustment are increases in rent, office maintenance costs, and telecommunication costs.
5. Marketing: Marketing Expenses are increasing by \$100,000 due to a grant from FDOT to promote the new Tri-Rail train and shuttle service.
6. Professional Fees: Profession Fees are being reduced to reflect actual expenses.
7. Reserve: In order to balance this budget amendment \$376,000 in contingency is being utilized.

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 1

Recommended by: E Woods 4/17/06 Approved by: Chas B 4/17/06
Department Director Date Procurement Director Date

Authorized by: J Giulietti 4/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A. Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	George A. Morgan Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No	Commissioner James A. Scott	____ Yes ____ No
		Bill T. Smith	____ Yes ____ No

FISCAL YEAR 2005-06
OPERATING BUDGET AMENDMENT NO. 1

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro

_____ Yes _____ No

James A. Cummings

_____ Yes _____ No

Marie Horenburger

_____ Yes _____ No

Neisen Kasdin

_____ Yes _____ No

Commissioner Jeff Koons

_____ Yes _____ No

John Martinez

_____ Yes _____ No

George A. Morgan Jr.

_____ Yes _____ No

Commissioner James A. Scott

_____ Yes _____ No

Bill T. Smith

_____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2005-2006 BUDGET AMENDMENT NO. 1

REVENUE

	FY 2005-2006 APPROVED BUDGET	BUDGET AMENDMENT NO. 1	FY 2005-2006 AMENDED BUDGET
TRAIN REVENUE			
Train Service Revenue	\$6,529,000	(\$475,000)	\$6,054,000
Interest Income/Other Income	320,000	0	320,000
TOTAL TRAIN REVENUE	\$6,849,000	(\$475,000)	\$6,374,000
OPERATING ASSISTANCE			
FTA Grant	9,128,325	300,000	9,428,325
FHWA	4,000,000		4,000,000
FDOT JPA-Operating assistance	6,819,000		6,819,000
FDOT JPA-Feeder Service	2,000,000	135,000	2,135,000
FDOT JPA-DMU Funding	1,649,578	(1,000,000)	649,578
FDOT JPA-Marketing Grant	141,000	100,000	241,000
County Contribution	6,819,000		6,819,000
Broward Feeder Service Funding	606,294		606,294
Unrestricted Reserve		700,000	700,000
Other Local Funding	569,800	(326,000)	243,800
TOTAL ASSISTANCE	\$31,732,997	(\$91,000)	\$31,641,997
TOTAL REVENUE	\$38,581,997	(\$566,000)	\$38,015,997

APPROPRIATIONS

	FY 2005-2006 APPROVED BUDGET	BUDGET AMENDMENT NO. 1	FY 2005-2006 AMENDED BUDGET
Train Operations	\$21,349,554		\$21,349,554
Personnel Expense	7,424,200	(275,000)	7,149,200
Train Fuel	3,295,000	325,000	3,620,000
Feeder Service	3,229,290	(240,000)	2,989,290
General & Administrative	1,584,510	100,000	1,684,510
Marketing	1,049,220	100,000	1,149,220
Professional Fees	883,000	(200,000)	683,000
Reserve	500,000	(376,000)	124,000
Transfer to Capital Program	(732,777)		(732,777)
TOTAL APPROPRIATIONS	\$38,581,997	(\$566,000)	\$38,015,997

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FISCAL YEAR 2005-06
CAPITAL BUDGET AMENDMENT NO. 1

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2005-06 Capital Budget. This Amendment increases the Capital Budget by \$8,761,606 bringing the total FY 2005-06 Capital Budget to \$164,215,721.

SUMMARY EXPLANATION AND BACKGROUND:

On June 24, 2005, the Board approved SFRTA's FY 2005-06 Capital Budget as part of the five (5) year Capital Improvement Plan. Staff based the Capital Budget on certain estimates: estimates of what Congress would appropriate for funds for FY 2005-06; estimates of what grants would be available to the SFRTA; and estimates of the costs of future projects. Staff is now proposing to increase the Capital Budget by \$8,761,606 to reflect revenues and appropriations more accurately.

Some of the significant changes to the FY 2005-06 Capital Budget are:

- Transfer of \$4,200,000 from the construction of an Administration Building to the construction of the Boca Station. The funding for the Administrative Building will be replaced with future grants;
- Transfer of \$1,559,821 from Ticket Vending Machines (TVM) to the construction of the Boca Station. The funding for the TVM will be replaced with future grants;

(Continued on page 2)

Department: Finance & Information Technology
Project Manager: Elizabeth Walter

Department Director: Edward Woods
Procurement Director: Chris Bross

FISCAL IMPACT: This Budget Amendment increases SFRTA's 2005-06 Capital Budget by \$8,761,606.

EXHIBITS ATTACHED: [Exhibit 1 – Revised FY 2005-06 Capital Budget-Revenue](#)
 [Exhibit 2 – Revised FY 2005-06 Capital Budget-Expenses](#)

FISCAL YEAR 2003-04
CAPITAL BUDGET AMENDMENT NO. 1

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

- Receipt of a State Grant totaling \$1,993,600 for the purchase of Compliant Diesel Multiple Units (DMU);
- Receipt of a State Capital Grant totaling \$732,232 for Homeland Security;
- Receipt of \$1.8 million from the CSXT Corporation for their contribution towards the double track project;
- Receipt of an FTA earmark of \$380,714 for Automated Fare Collection System/Smart Card;
- Receipt of an FTA earmark of \$453,420 for West Palm Beach Intermodal Facility;
- Receipt of an FTA earmark of \$3,401,640 for Improvements to the SFRTA Rail Corridor to be used to fund the construction of the Boca Station.

FISCAL YEAR 2003-04
CAPITAL BUDGET AMENDMENT NO. 1

Recommended by: E Woods 4/17/06 Approved by: CLB 4/17/06
Department Director Date Procurement Director Date

Authorized by: J. Mulheff 4/17/06 Approved as to Form by: Greg J. Cox 4/17/06
Executive Director Date General Counsel Date

Board Action:

Approved: ☐ Yes ☐ No

Vote: ☐ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	John Martinez	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Neisen Kasdin	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner James A. Scott	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Bill T. Smith	<input type="checkbox"/> Yes <input type="checkbox"/> No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2005-06 Capital Budget

REVENUE

	FY 2005-06 APPROVED BUDGET	BUDGET AMENDMENT	FY 2005-06 AMENDED BUDGET
FTA Section 5307 - Formula Funds	30,350,172	(2,521,259)	27,828,913
FTA Section 5309 - Rail Mod.	8,503,344	6,757,033	15,260,377
FTA SECTION 5309-New Starts (Segment 5)	3,775,349		3,775,349
CMAQ (Smart Card)	285,927		285,927
FHWA - Miami-Dade County STP Funds (Seg 5)	7,750,000		7,750,000
FHWA - Broward County STP Funds (Seg 5)	10,500,000		10,500,000
FHWA - Palm Beach County STP Funds (Seg 5)	6,750,000		6,750,000
FDOT JPA 42: New River	37,650,000		37,650,000
FDOT JPA 42: Segment 5	3,409,780		3,409,780
FDOT JPA 55: DMU	14,392,787	1,993,600	16,386,387
FDOT JPA 57: Pompano Station Parking	450,000		450,000
FDOT JPA 58: Miami Airport Relocation	181,756		181,756
FDOT JPA 59: Homeland Security	725,000	732,232	1,457,232
Hertz Settlement	700,000		700,000
Private Sector Funding	6,000,000	1,800,000	7,800,000
County Capital Contribution	24,030,000		24,030,000
Total Capital Revenues	155,454,115	8,761,606	164,215,721

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FY 2005-06 Capital Budget

EXPENDITURES

	FY 2005-06 APPROVED BUDGET	BUDGET AMENDMENT	FY 2005-06 AMENDED BUDGET
Double Tracking Project			
New River Bridge - Design/Build	\$37,650,000		\$37,650,000
Segment 5 - FFGA	38,185,129	1,800,000	39,985,129
Boca Station	0	9,042,119	9,042,119
Miami Airport Station Relocation (MIC)	181,756		181,756
Golden Glades Station	250,000		250,000
Administration Building	6,418,503	(4,200,000)	2,218,503
Ticket Vending Machines	6,285,929	(1,559,821)	4,726,108
Smart Cards	1,062,626	380,714	1,443,340
DMU Rail Car Purchase	14,392,787	1,993,600	16,386,387
Rolling Stock			
Rolling Stock	1,500,000		1,500,000
Rolling Stock-Coach Overhaul	1,211,352	110,000	1,321,352
Rehab/Rebuild Spare Parts	530,675		530,675
Rolling Stock Components	642,000		642,000
Other Engineering Projects			
Pompano Beach Parking	900,000		900,000
Signage	231,491		231,491
Project Planning/Studies	10,852,181		10,852,181
Planning & Program Support	3,485,181		3,485,181
FEC Segment 1-Jupiter	1,500,000		1,500,000
FEC Segment 2-PE/EA	1,000,000		1,000,000
SCRIPPS Feasibility Study	250,000		250,000
Okeechobee Bus Route	75,000		75,000
Other Planning Projects	2,642,000	(130,658)	2,511,342
Planning Assistance	150,000		150,000
TOD-Joint Development	250,000		250,000
Transit Development Plan-Phase 2	400,000		400,000
Transportation/Land Use Planning	450,000		450,000
Regional Long Range Plan	650,000		650,000
WPB Intermodal Facility	0	453,420	453,420
Miscellaneous Operations Dept. Projects	1,296,557		1,296,557
Hialeah Yard Projects	500,000		500,000
Hialeah Yard Generator	100,000		100,000
Bus Pads	136,000		136,000
Irrigation Wells	60,000		60,000
On-Board GeoFocus	199,000		199,000
ADA Improvements	25,000		25,000
Wheel True Machine	276,557	(110,000)	166,557
Office/Computer Equipment	505,721		505,721
Urban Area Security Initiatives	725,000	732,232	1,457,232
Leasehold Improvements	0	250,000	250,000
Autos	60,000		60,000
Preventive Maintenance/Station Maintenance	8,542,408	0	8,542,408
Regional Projects	24,030,000		24,030,000
Total Capital Expenditures	\$155,454,115	\$8,761,606	\$164,215,721

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

FIRST AMENDMENT TO AGREEMENT NO. 04-100
MERIDIAN MANAGEMENT CORPORATION
FOR STATION MAINTENANCE SERVICES FOR
SFRTA/TRI-RAIL'S COMMUTER RAIL STATIONS

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to Agreement No. 04-100, between the South Florida Regional Transportation Authority (SFRTA) and Meridian Management Corporation, to increase the compensation amount by \$100,000 to the new maximum not-to-exceed amount of \$3,788,215 for the initial three year term.

SUMMARY EXPLANATION AND BACKGROUND:

In May 2005, the Board approved Agreement No. 04-100, between SFRTA and Meridian Management Corporation for Station Maintenance Services. This Agreement allows for the performance of Additional Services above the base routine maintenance required for SFRTA's Commuter Rail Stations.

The Hurricane Season of 2005 resulted in extensive damage to SFRTA's Commuter Rail Stations. SFRTA has applied for reimbursement for the costs to repair hurricane damage to the Federal Emergency Management Agency andn work is progressing. It is anticipated that continuation of repair work will require an increase in the total approved amount for Agreement No. 00-140 by an amount not- to- exceed \$100,000.

Department: Operations
Project Manager: Edward Byers

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding is available in SFRTA's FY 05-06 Operating Budget

EXHIBITS ATTACHED: [Exhibit 1 –First Amendment to Agreement No. 04-100](#)

FIRST AMENDMENT TO AGREEMENT NO. 04-100
MERIDIAN MANAGEMENT CORPORATION
FOR STATION MAINTENANCE SERVICES FOR
SFRTA/TRI-RAIL'S COMMUTER RAIL STATIONS

Recommended by: B. Barkman 4/17/06 Approved by: Chris Bross 4/17/06
Department Director Date Contracts Director Date

Authorized by: A. G. G. 4/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Tracking No. 04280622
Page two

AGENDA ITEM NO. R4

FIRST AMENDMENT TO AGREEMENT NO. 04-100
MERIDIAN MANAGEMENT CORPORATION
FOR STATION MAINTENANCE SERVICES FOR
SFRTA/TRI-RAIL'S COMMUTER RAIL STATIONS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by _____
General Counsel Date 4/14/06

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No
_____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes
Bill T. Smith _____ Yes _____ No



FIRST AMENDMENT TO AGREEMENT NO. 04-100

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

MERIDIAN MANAGEMENT CORPORATION

FOR

STATION MAINTENANCE SERVICES FOR
SFRTA/TRI-RAIL'S COMMUTER RAIL STATIONS

FIRST AMENDMENT TO AGREEMENT NO. 04-100

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

MERIDIAN MANAGEMENT CORPORATION

FOR

**STATION MAINTENANCE SERVICES FOR
SFRTA/TRI-RAIL'S COMMUTER RAIL STATIONS**

This is a First Amendment to the Agreement for Station Maintenance Services for SFRTA/Tri-Rail's Commuter Rail Stations between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, hereinafter referred to as "**SFRTA**" and **MERIDIAN MANAGEMENT CORPORATION**, hereinafter referred to as "**FIRM**".

WHEREAS, on May 27, 2005, **FIRM** and **SFRTA** entered into a three year Agreement hereinafter referred to as "Agreement" in the total not-to-exceed amount of \$3,688,215.00; and

WHEREAS, additional services are required to continue station repairs related to Hurricane Wilma. These services are to be performed per section 4.21 Additional Services of the Agreement. As a result **SFRTA** now wishes to increase the not-to-exceed amount of the Agreement by an additional \$100,000.00, making the total not-to-exceed amount of the Agreement \$3,788,215.00; **NOW THEREFORE**:

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. COMPENSATION is amended to read as follows:

SFRTA agrees to pay the FIRM compensation, as specified in the RFP Requirements and Instructions to Firms and FIRM'S Price Proposal, in the total not-to-exceed amount of ~~Three Million Six Hundred Eighty-eight Thousand Two Hundred Fifteen Dollars (\$3,688,215.00)~~ Three Million Seven Hundred Eighty-eight Thousand Two Hundred Fifteen Dollars (\$3,788,215.00).

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **MERIDIAN MANAGEMENT CORPORATION**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

MERIDIAN MANAGEMENT CORPORATION

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR MARKETING SFRTA NEW TRAIN SERVICE HEADWAYS

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority (SFRTA) and the Florida Department of Transportation (FDOT) for state funds to assist with the financing of the Marketing Campaign program for the new increase in train and shuttle service headways, in the amount of \$100,000.

SUMMARY EXPLANATION AND BACKGROUND:

On March 27, 2006, the South Florida Regional Transportation Authority (SFRTA) will increase the number of Tri-Rail trains it operates from 30 to 40 a day, Monday through Friday. This increase in train service is done as part of the Double Track Corridor Improvement Program Segment 5 Project. This is will be a 33% service enhancement. The funding provided by this Joint Participation Agreement (JPA) will offset the costs associated with launching this marketing campaign for the new increase in train and shuttle service headways. The campaign will include public relations, promotions, advertising as well as a customer appreciation week. These funds will be matched equally by SFRTA for a total of \$200,000 in available funds for the Marketing Campaign program.

Staff is requesting Board approval of the Joint Participation Agreement (Exhibit 1) between SFRTA and FDOT to secure \$100,000 to assist with the financing for the Marketing Campaign program for the new increase in train and shuttle service headways.

Department: Planning & Capital Development
Project Manager: Bonnie Arnold

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: The JPA funds are currently available and will be included in SFRTA's Fiscal Year 2005-06 Capital Budget.

EXHIBITS ATTACHED: [Exhibit 1 - Joint Participation Agreement](#)

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR MARKETING SFRTA NEW TRAIN SERVICE HEADWAYS

Recommended by: J. Stephens 4/17/02 Approved by: Chris Gross 4/17/02
Department Director Date Contracts Director Date

Authorized by: J. Ginepro 4/17/02 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

JOINT PARTICIPATION AGREEMENT
WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION
FOR MARKETING SFR TA NEW TRAIN SERVICE HEADWAYS

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  4/12/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No

Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 01/06
 Page 1 of 11

Financial Project No.: <u>42133119401</u> (item-segment-phase-sequence)	Fund: <u>DS</u>	FLAIR Approp.: <u>088774</u>
Contract No.: _____	Function: <u>680</u>	FLAIR Obj.: <u>750012</u>
Catalog of Federal Domestic Assistance Number: _____	Federal No.: <u>N/A</u>	Org. Code: <u>55042010429</u>
	DUNS No.: _____	Vendor No.: <u>VF650002789001</u>
Catalog of State Financial Assistance Number: <u>55012</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transit Authority
800 N.W. 33rd Street Suite 100. Pompano Beach, FL 33064
 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2007 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341
 Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is
 To provide service development funding to assist with the promotion of the SFRTA new Tri-Rail train and shuttle service headways.

and as further described in Exhibit(s) A,B,C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 200,000. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 100,000 not to exceed 50 % of the total project cost as detailed in Exhibit "B".

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District 4 _____ Public Transportation Office 3400 W. Commercial Blvd, Fort Lauderdale, _____, FL, 33309 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Section 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2007. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. _____
Contract No. _____
Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

FDOT

South Florida Regional Transit Authority
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

Gerry O'Reilly

TITLE

DEPARTMENT OF TRANSPORTATION

District Director of Transportation Development
TITLE

Scope of Services
PROMOTION PLAN
LAUNCH OF NEW SERVICE MARCH 27, 2006

Overview:

On March 27, 2006, the SFRTA will increase the number of Tri-Rail trains it operates from 30 to 40 a day, Monday through Friday. This is a 33% service enhancement. When the new schedule was announced last month, it was met with considerable enthusiasm by the passengers and the media. SFRTA is encouraged by the response and is looking forward to an anticipated increase in ridership. A major campaign encompassing public relations, promotions, advertising, and customer appreciation week is being mounted.

Public Relations Opportunities:

The media has been and continues to be very engaged by this project. We anticipate widespread print, television and radio coverage for the following events:

- March 27: First day of running additional trains
- April 17-22: Train Safety Awareness Week
- May 1-5: Customer Appreciation Week

Promotions: May and June

- Kentucky Fried Chicken Partnership
- Bally's Partnership

Advertising: See budget and schedule of media buys in accompanying document

Customer Appreciation Week

- Live radio remotes from stations
- Contests
- Product samplings
- Give-aways
- Passenger activities



MAY CAMPAIGN ESTIMATED BUDGET

AGENCY FEE: **\$35,000**
Includes media buying, creative direction, copywriting
and production coordination

TV & RADIO PRODUCTION: **\$15,000**

METRO TRAFFIC (EDP):	May 1 - 21	\$15,000
METRO TRAFFIC (Generic):	May 1 - 21	\$15,000

BILLBOARDS:	April	\$45,000
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RADIO ADVERTISING/ DADE & BROWARD: **\$108,000**

KFC PROMOTION		May 1 - 21
WBGG-FM (Rock, M 25-54)	\$10,000	
WLVE-FM (Jazz, MF 35-65+)	\$10,000	
WLYF-FM (A/C, F 25-65+)	\$10,000	
WMXJ-FM (Oldies, MF 45-64+)	\$10,000	
WFLC-FM (Hot A/C, F 25-54)	\$10,000	
WKIS-FM (Country, F 25-64)	\$10,000	
WRMA-FM (Spanish, F 25-54)	\$10,000	
WXDJ-FM (Spanish, M 25-64)	\$10,000	
WHQT-FM (Urban, MF 25-64)	\$10,000	
WEDR-FM (Urban, MF 18-54)	\$10,000	
WSRF-FM (Caribbean)	\$ 4,000	
WMBM-FM (Creole)	\$ 2,000	
WLQY-FM (Creole)	\$ 2,000	

RADIO ADVERTISING/ PALM BEACH: **\$40,000**

KFC PROMOTION		May 1 - 21
WIRK-FM (Country, MF 25-64+)	\$10,000	
WMXB-FM (Hip-Hop, MF 18-34)	\$10,000	
WEAT-FM (A/C, F 25-54)	\$10,000	
WJBW-FM (Urban, M 25-64+)	\$10,000	

TELEVISION ADVERTISING/ DADE & BROWARD:**May 1 - 14****\$60,000**

WPLG-TV (ABC)	\$20,000
WTVJ-TV (NBC)	\$10,000
WSVN-TV (FOX)	\$10,000
WSCV-TV (Telemundo)	\$20,000

TELEVISION ADVERTISING/ PALM BEACH:**May 1 - 14****\$40,000**

WPBF-TV (ABC)	\$10,000
WPTV-TV (NBC)	\$10,000
WPEC-TV (CBS)	\$10,000
WFLX-TV (FOX)	\$10,000

NEWSPAPER INSERTS:**May 5****\$70,000**

Miami Herald (350,000)	\$24,500
Sun-Sentinel (350,000)	\$24,500
Palm Beach Post (200,000)	\$15,000
South Florida Business Journal	\$ 5,000

TOTAL:**\$442,000**

FM No. _____
CONTRACT No. _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority Date: _____.

PROJECT LOCATION:

Broward County, Florida

PROJECT DESCRIPTION:

The purpose of this Agreement is to provide service development funding to the South Florida Regional Transportation Authority (SFRTA) to offset the costs, including consultant fees, of developing and implementing a marketing campaign program for the new increase in train and shuttle service headways. See Attachment "A" for Scope of Services.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, WPI number and Job number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATION BY DEPARTMENT

The Department has 10 working days to review invoices after receipt of invoice package and corresponding progress report.

FM No. _____
CONTRACT No. _____

EXHIBIT "B" PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority Date: _____.

I. PROJECT COST: **\$200,000.00**

Costs associated with developing and
implementing a marketing campaign plan.
Costs include consultant fees, media services,
Media purchasing and replacing, promotion and
Program coordination and strategic tactical concept
Development.

Total Project Cost	\$200,000.00
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II. PARTICIPATION:

Agency Participation			\$100,000.00
In-Kind	(%)	or	\$
Cash	(%)		\$
Other	(%)		\$

Maximum Department Participation, Primary			
(DS) (DDR) (DIM) (PORT) (CIGP)	(50%)	or	\$100,000.00
Federal Reimbursable (DU) (CM) (DFTA)	(%)		\$
Local Reimbursable (DL)	(%)		\$

TOTAL PROJECT COST	\$200,000.00
--------------------	--------------

Service Development funds are identified for this project

FM NO. _____
CONTRACT NO. _____

EXHIBIT "C"
(GENERAL - with Safety Requirements)

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA/TRI-RAIL) dated _____.

Reference statutes as applicable. Chapter 341

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

_____ Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

XX Fixed Guideway System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety Program Plan, pursuant to Rule Chapter 14-55.

_____ Fixed Guideway System - (new) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule Chapter 14-55. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the system is safe for passenger service.

Other items may be added as required.

1. Quarterly Progress Reports due within 30 days of the end of the quarter.
2. Copies of all correspondence related to this project.
3. Audit reports as described in Section 7.60 of this JPA.
4. Prior written approval by the Department must be obtained for all purchases.

EXHIBIT D

PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to **South Florida Regional Transportation Authority** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **South Florida Regional Transportation Authority** regarding such audit. **South Florida Regional Transportation Authority** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Florida Department of Transportation
Office of Modal Development
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT – 1

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Objectives

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
---------------------	---	---------------

Objectives

- 1.
- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--	---------------

Objectives

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

ENDORSEMENT OF YORK RESIDENTIAL MIXED-USE DEVELOPMENT
AT TRI-RAIL'S DEERFIELD BEACH STATION

REQUESTED ACTION:

MOTION TO ADOPT: Endorsement of York Residential's mixed use development at Tri-rail's Deerfield Beach Station.

SUMMARY EXPLANATION AND BACKGROUND:

At the February 24, 2006 Board meeting, York Residential requested endorsement of their proposed mixed-use development adjacent to the Deerfield Beach Tri-Rail Station. York has 8.4 acres of property under contract east of the station and is proposing a development in the range of 29,525 s.f. of retail, 36,000 s.f. of office, 81,000 s.f./200 units of hotel, and 654 residential units. Approximately 98 or 15% of the housing units are affordable as defined in Broward County's affordable housing guidelines.

On March 15, 2006 and March 29, 2006 York Residential met with SFRTA and its design consultants, the Treasure Coast Regional Planning Council. Revised site plans were submitted as a result of these meetings.

Staff feels that York Residential has made significant efforts to maximize the transit connections to the site. SFRTA's evaluation of the revised site plan shows that the scale of the project is transit supportive and would lead to increased ridership through construction of a destination adjacent to the station.

Accordingly, attached is a draft resolution of support for Board of Director review and approval which endorses the attached site plan proposal from York Residential for a mixed-use development adjacent to the Deerfield Beach Tri-Rail Station as meeting a majority of the Treasure Coast Regional Planning Council's criteria for transit oriented development.

Department: Planning and Capital Development Department Director: Bill Cross
Project Manager: Lynda Kompelien Westin Procurement Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED:

[Exhibit 1: Negotiation Timeline](#)
[Exhibit 2: Resolution of Support](#)
[Exhibit 3: York Memo, Site Plan and Overlay](#)
[Exhibit 4: Treasure Coast Regional Planning Council
Site Plan Evaluation Memo](#)
[Exhibit 5: Property Cards and Maps](#)

ENDORSEMENT OF YORK RESIDENTIAL MIXED-USE DEVELOPMENT
AT TRI-RAIL'S DEERFIELD BEACH STATION

Recommended by: *A. Stephens* 4/17/06 Approved by: *Chris Cross* 4/17/06
Department Director Date Procurement Director Date

Authorized by: *J. J. [unclear]* 4/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

ENDORSEMENT OF YORK RESIDENTIAL MIXED-USE DEVELOPMENT
AT SERTA/TRI-RAIL'S DEERFIELD BEACH STATION

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  4/14/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

Negotiation Timeline

Summer of 2005 - York Residential contacted SFRTA to discuss a potential transit oriented development (TOD) to the east of the Deerfield Beach Tri-Rail Station. SFRTA and York Residential held an initial introductory meeting.

July 27, 2005 – Treasure Coast Regional Planning Council, York Residential, and SFRTA staff met to review the proposed site design. Staff also evaluated including the SFRTA owned site into the proposed development.

August, 2005 – Treasure Coast Regional Planning Council and York Residential met to review the proposed site design.

August 18, 2005 - FDOT has verified that they own the parking area parcel and historic station facilities directly to the east of the station. FDOT has also indicated that a portion of the historic facility is leased to the City of Deerfield Beach for a museum.

August 22, 2005 – Met with the City planning staff to discuss the project.

January 9, 2006 – Discussed City plans for the train station with the City of Deerfield Parks and Recreation Director.

December 15, 2005 - The City of Deerfield Beach on adopted its Comprehensive Plan text amendment to provide for a Transit Oriented Development land use category.

February 17, 2006 - York Residential approached the Property Committee requesting support of the proposed development. Since meeting with staff, new architects have redesigned the proposed development. The Property Committee directed staff to review the proposed development and report their findings back to the committee. Outstanding issues include overall transit-supportive site design, inclusion of the 3.82 acre SFRTA owned property to the west of the station, and inclusion of the FDOT owned Historic Railroad Museum and approximately 3 acre parking lot east of the station.

March 15, 2006 - The Treasure Coast Regional Planning Council and York Residential met to review the proposed site plan.

March __, 2006 – The Treasure Coast Regional Planning Council transmitted comments to York Residential and SFRTA.

March 29, 2006 – The Treasure Coast Regional Planning Council, York Residential, and SFRTA met to address comments.

April 5, 2006 – York Residential submitted a revised site plan.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)
RESOLUTION NO. _____**

**RESOLUTION ENDORSING YORK RESIDENTIAL'S MIXED-USE
DEVELOPMENT AT TRI-RAIL'S DEERFIELD BEACH STATION;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the South Florida Regional Transportation Authority ("SFRTA") is a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343; and

WHEREAS, the SFRTA is in the process of developing criteria for supportable transit-oriented development around existing and new Tri-Rail stations; and

WHEREAS, the Treasure Coast Regional Planning Council has proposed such criteria; and

WHEREAS, York Residential proposes to construct a mixed-use development within a half mile radius of the Tri-Rail Deerfield Beach Station ("York Residential Development"); and

WHEREAS, York Residential is submitting a request for a Comprehensive Plan Amendment next month to Broward County and has requested SFRTA's endorsement of the York Residential Development as a supportable transit-oriented development to be included as part of its request;

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. The Treasure Coast Regional Planning Council's criteria for supportable transit-oriented development are that the development: (1) be located within a half-mile radius from a transit station(s); (2) consider transit stations as community focal points; (3) provide pedestrian, roadway, and multi-modal connections to the transit station and adjacent development; (4) contain a mix of transit-supportive land uses; (5) support a range of housing options; (6) manage parking; and (7) set the stage for future transit-oriented development districts ("TCRPC Transit-Oriented Development Goals").

Section 3. Due to timing of York Residential's Comprehensive Plan Amendment request and because the SFRTA transit-oriented development goals/criteria are still under development, SFRTA has applied the TCRPC Transit-Oriented Development Goals to its analysis of the York Residential Development.

Section 4. York Residential has met with SFRTA staff and design consultants and submitted the attached revised site plan (“Revised Site Plan”) (see Exhibit 1) in an effort to maximize the transit-supportive nature of the York Residential Development and meet the TCRPC Transit-Oriented Development Goals.

Section 5. Based on SFRTA staff recommendation that the Revised Site Plan satisfies the majority of the TCRPC Transit-Oriented Development Goals, the SFRTA Board endorses the York Development depicted on the Revised Site Plan and encourages York Residential to further enhance the transit-oriented character of the York Residential Development by: (1) providing a north/south pedestrian or passageway or roadway to break the southern block in two; (2) providing a pedestrian connection to the current Sun-Sentinel building to the south; (3) developing strategies to reduce the need for parking spaces while ensuring dedicated Tri-Rail station parking is not accessible to residents and visitors of the York Residential Development; (4) designing the garage facades to look like occupied space (faux facades); (5) encouraging additional retail along the main street as the demand grows by providing flex space with 12’ floor to ceiling height and commercial-grade wiring; and (6) continuing to work with the appropriate government entities to facilitate improvements to the landscaping and hardscape of the FDOT parking lot and historic train station which further integrate the Deerfield Beach Tri-Rail Station with the York Residential Development.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 7. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.

[Remainder of page left intentionally blank.]

The foregoing resolution was offered by Board Member _____, who moved its adoption. The motion was seconded by Board Member _____, and upon being put to vote, the votes were as follows:

Member
Member
Member
Member
Member
Member
Member
Member
Member
Member
Member
Chairman

The Chairperson thereupon declared the resolution duly passed and adopted this ____ day of _____, 200__.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)

By: _____

SFRTA Secretary

Exhibit 1

Revised Site Plan



Architecture
Planning
Interiors
Environmental
Graphics

DORSKY HODGSON PARRISH YUE

CLEVELAND FORT LAUDERDALE WASHINGTON DC

Memorandum

Exhibit-3

DATE: April 5, 2006

TO: Kathleen Yonce, YORK RESIDENTIAL

FROM: Victor Yue

RE: Deerfield Station

Dear Kathleen:

In reference to our meeting last week with RTA and TCRPC, please find attached herein our final revised Site Plan addressing comments from our discussion. Please note the following revisions:

1. We have rotated the western portion of the east-west connector so the arrival to the tri-rail station is on axis with the station.
2. We have added a traffic calming circle on the east-west connector road.
3. The buildings along the western side of the property are designed to acknowledge the tri-rail station.
4. We have brought the retail / office building closer to Hillsboro Boulevard.
5. We broke up the south facing façade of the residential building and garage.

As you will note revisions to this plan, we have sacrificed all of the surface parking for the retail on the curb of Hillsboro. From the Developer's perspective, while this may not be ideal, we agreed that it is the least of all considered revisions that we could live with, since the parking could be directly behind the retailer at that location on ground level within the garage.

We are unable to provide a north-south connector road through the middle of the property without negatively impacting the design of the project. We also found the pedestrian connection cutting through our site to be counterintuitive for purposes of connecting the station parking area to the adjacent commercial uses. Therefore, we are providing a north-south pedestrian connection along the east side of the property, and suggest DOT to provide a future one along the west side of our property. We have prepared an overlay with the proposed sketch of how this could be designed and constructed, achieving the pedestrian connection to interact with the retail that will be located on the ground floors of both the apartment and hotel buildings, which will relate well to the adjacent TriRail station.

We will continue to work with RTA, DOT, TCRPC and the City of Deerfield Beach in coordinating in design of future improvement of the DOT parking lot, a coherent landscape and hardscape treatment, the tri-rail station and a train museum so as to provide a positive enhancement of future connection.

One Financial Plaza
Suite 2400
Fort Lauderdale, FL 33394

T 954.524.8686

F 954.524.8604

www.dorskyhodgson.com

M E M O R A N D U M

TO	Jack Stephens, Deputy Director Loraine Cargill, Transportation Planning Manager/EEO Officer Lynda Kompelien Westin, Transportation Planning Manager
FROM	Kim DeLaney, Growth Management Coordinator Dan Cary, Urban Designer
DATE	April 10, 2006
RE	Review of York Residential Deerfield Beach TOD Concept (April 2006)

At the request of the South Florida Regional Transportation Authority (SFRTA), the Treasure Coast Regional Planning Council (TCRPC) has continued to evaluate the potential for a transit-oriented development (TOD) district around the Deerfield Beach Tri-Rail station. Towards that end, TCRPC staff has met with SFRTA staff, City of Deerfield Beach staff, and several private property owners and developers, including representatives of York Residential, a firm proposing to redevelop the property immediately east of the current Tri-Rail station. Most recently, TCRPC was requested to review several revised site plan concepts by York. Procedurally, York is seeking the SFRTA's support for Comprehensive Plan and zoning amendments from the City of Deerfield Beach to allow the project to move forward.

In summary, the developer is proposing good mix of uses for an urban TOD, including a variety of residential, hotel, and retail/office uses. Public spaces and plazas are located with good visibility for natural surveillance. The site plan includes an internal east/west "main street" of sorts that leads directly to the Tri-Rail station from 12th Avenue, creating the opportunity for ground-floor retail activity along the street and at the station. The street creates an opportunity for a future connection to the eastern neighboring property (a commercial site); however, the site plan concept misses an opportunity to create a future connection to its southern neighbor (the Sun-Sentinel). From the perspective of the SFRTA, at a minimum, a strong pedestrian connection at the center of the southern "block" is needed to set the stage for future redevelopment and interconnectivity of the southern neighbor. These issues are discussed in greater detail below.

As part of the review of York's revised conceptual plan, it is important to emphasize TCRPC's dual goals in Tri-Rail station planning issues: (1) to improve individual site-specific plans, and (2) to help set the stage for TOD districts (beginning with individual sites). This second goal broadens TCRPC's planning focus around Tri-Rail stations to the quarter- to half-mile ring around stations (10- to 15-minute walking distance), with emphasis on interconnectivity. Well-planned, successful TOD projects include an appropriate mix of uses, especially workforce housing, good urban planning, "eyes on the street" to provide natural surveillance, managed parking, and mobility integration for pedestrians, bicyclists, and collector transit systems.

REVIEW OF YORK RESIDENTIAL INITIAL PLANS (AUGUST 2005)

In mid-2005, York Residential submitted an initial site plan concept for the subject property – a dilapidated hotel which occupies an approximately 8.5-acre parcel located immediately east of the current station. TCRPC reviewed these plans, and a copy of the review memo is attached. In summary, the July 2005 York plans represented a similar arrangement of “blocks” and uses, but the plan lacked good connections to adjacent sites. TCRPC developed a revised concept for the developer’s consideration which improved interconnectivity and urban design (also attached) while maintaining the proposed development program (roughly the same number of parking spaces, residential units, non-residential square footage, and hotel rooms).

REVIEW OF YORK RESIDENTIAL REVISED SITE PLAN (APRIL 2006)

In March 2006, TCRPC was requested to review a second York site plan concept for the Deerfield Beach property. TCRPC met with the developer on two occasions and provided a written critique of those plans. In response to TCRPC’s comments, York modified its plans slightly to produce an April 2006 site plan concept for the Deerfield site (copy attached, dated 4/4/2006). Key features and concerns regarding the April 2006 site plan are discussed below.

- Mix of Uses. The site plan continues to indicate a good mix of uses for a successful TOD, including owner-occupied and rental housing (York indicates a commitment for 15% workforce for both types) as well as hotel, retail, and office uses. The latest plan suggests a hotel and retail uses near the Tri-Rail station, with limited retail uses distributed throughout the “main street.” The retail activity along the “main street” is an important addition to the plan, as it will help activate the street and provide natural surveillance through “eyes on the street.” York indicates the buildings along the Main Street will be designed as flex-space, allowing them to be used for residential purposes until the market matures and retail demand increases. It is essential that if these spaces are to be truly flexible that they have appropriate floor to ceiling heights of at least 12 feet and commercial-grade wiring. York has also included a commercial building (retail/office) along Hillsborough at the northwestern corner of the property. This building is well-located, with a façade along the roadway and parking behind the structure in a garage. For retail uses to prosper in this location – with this configuration – landscaping and other improvements will be necessary in the Tri-Rail parking lot, especially immediately adjacent to this building.
- Internal “Main Street”. The most visible feature of the current York site plan is an internal east/west “Main Street” of sorts that connects 12th Street to the Tri-Rail station. At its eastern boundary, the street aligns with the commercial site to the east. At its western terminus, the street is aligned with the Tri-Rail station. The street has been designed with a central roundabout for traffic calming and aesthetics, and it has been specifically adjusted to deter speeders with a jog in the road (between the roundabout and the station). The street creates good

opportunities for landscape areas and small plazas, which add to its ambience and character and create functional open space within the site. The only missing element is an additional roadway connection from the roundabout to the southern boundary of the property, a point discussed below.

- Interconnections with Adjacent Sites. Perhaps the hallmark feature of successful TOD plans are their ability to interconnect to adjacent parcels, anticipating redevelopment of properties as transit ridership grows and raises value of surrounding sites. York's April site plan includes an important east/west "Main Street" that provides a strong connection to the eastern commercial neighbor (currently Walgreens, Wellesley Inn, and Home Depot). However, the site's design precludes a connection to the southern commercial neighbor (currently Sun-Sentinel). The southern "block" is roughly 600 feet in length and contains a solid wall of structure (two buildings and one garage). To encourage pedestrian circulation and for good urban form, block lengths should be 300 to 400 feet in length, indicating the need for the southern block to be interrupted by an opening. Although York has indicated the property is too small to accommodate an additional vehicular roadway to the south, it appears as though at least a strong pedestrian connection to the south could be accommodated between the parking garage and residential structure at the southeastern corner of the site. York has included a pedestrian connection along the property's western edge (along the Tri-Rail parking lot); however, an internal connection through this block is needed as well.
- Internal Circulation. York's April site plan circulates around its east/west "main street," and both parking garages are directly connected to the central roundabout. This roundabout creates the point at which a north/south connection to the southern property. The site plan separates meandering traffic from fast-moving traffic by including an additional east/west street along the southern edge to move cars quickly from 12th Street to the Tri-Rail station. Regular Tri-Rail users will likely utilize this southern roadway for a quick route to the station, leaving the "main street" for residents and retail/hotel patrons.
- Block Structure. Although the subject property is only 8.5 acres, it represents a critical component of the TOD opportunity within and among the 140 acres in the quarter-mile ring around the Tri-Rail station. As a first and closest piece to the station, it represents the first building block for a larger TOD district, and accordingly, the internal block structure and design of the subject property is critical. Its design will either lead to larger-scale transit-oriented redevelopment around the site or prevent it.

The April York site plan indicates two large blocks: a narrower northern block and a wider southern block. The northern block can be reasonably connected to additional blocks in an easterly direction; however, the southern block's solid mass prevents additional blocks to the south. The site plan and future TOD-style redevelopment of adjacent properties would be benefited by a north/south passageway to break the southern block in two.

- Parking Strategy. Successful TODs are designed with the least amount of parking possible to encourage transit ridership. The York site plan, however, appears to be designed according to a suburban standard of one parking space per bedroom, which creates very large garage footprints that can dominate the site. If reserved parking is also proposed, the garages will be further over-sized and highly inefficient. Instead of York's proposed parking, the number of parking spaces provided per unit should be kept as low as possible, and strategies should be implemented to reduce the need for so many parking spaces.

The large southern garage should be separated from the eastern residential building to accommodate a pedestrian connection through the block. Well-designed bridge connections could span the pedestrian connection, and this approach would allow units with light on two sides of the end apartments that connect with the garage.

The garages also have exposed faces that are not lined with occupied uses. These facades should be designed to look like occupied space (with faux facades) and not parking garages.

- Station Visibility. Within a TOD district, the focus of circulation should be the train station, and there should be a strong design relationship between the station and the TOD project. The York April site plan does this with its east/west street that leads directly to the Tri-Rail station. The station is aligned with a roundabout feature at the center of the project, creating an opportunity for themed art as well.
- Tri-Rail Parking Lot. In its current condition, the Tri-Rail parking lot at the Deerfield Beach station is functional but somewhat barren. However, it creates an opportunity for landscaping and other improvements that can add to the success of York's site and encourage redevelopment of adjacent sites. In addition to general landscaping, lighting, and other improvements, the parking lot should contain: (1) an improved plaza at its northeastern corner adjacent to York's proposed retail/office building; (2) an improved landscape and pedestrian treatment along its eastern edge, abutting the length of York's site and interconnecting the pedestrian path from the Sun-Sentinel property; and (3) an improved landscape and pedestrian connection through its center to connect the York site to the Tri-Rail station. Long-term, the parking lot could be redeveloped with additional commercial buildings and structured parking. SFRTA should take the lead with FDOT to secure easements or ownership of the parking lot to effectuate the short-term improvements identified above and position itself for the lot's long-term

redevelopment. Both of these outcomes would add to the success of York's site specifically and help encourage redevelopment of surrounding sites.

- Sense of Place. The April York site plan contains strong design features to create a "sense of place" appropriate for a TOD. The internal "main street" is designed to celebrate the Tri-Rail station, encouraging at-grade activity by use and design at the station and through the center of the site. The plan includes just enough retail to support a TOD in its infancy, but not an oversupply that would be rejected by the current market.

Cc: Lynn Everett-Lee, Land Use/Transportation Program Manager, SFRPC

DRAFT

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DRAFT

M E M O R A N D U M

TO	Jack Stephens, Deputy Director Loraine Cargill, Transportation Planning Manager/EEO Officer Lynda Kompelien Westin, Transportation Planning Manager
FROM	Kim DeLaney, Growth Management Coordinator Dan Cary, Urban Designer
DATE	August 17, 2005
RE	Initial Review of Deerfield Beach TOD Concept

At the request of the South Florida Regional Transportation Authority (SFRTA), the Treasure Coast Regional Planning Council (TCRPC) has begun evaluating the potential for a transit-oriented development (TOD) district around the Deerfield Beach Tri-Rail station. Towards that end, TCRPC staff has met with SFRTA staff, conducted initial field research, and discussed the concept with City of Deerfield Beach staff as well as adjacent property owners. TCRPC staff has also preliminarily reviewed the site plan concept submitted by “York Residential.” Based on the initial background research and a review of the York proposal, Council staff has begun to develop a revised site plan concept for the York property as well as a larger TOD district surrounding the existing station.

As part of the review of the Conceptual Plan, it is important to generally define the concept of Transit Oriented Development, or TOD, as a pedestrian-friendly, mixed-use form of development designed to complement a transit station or transit corridor. TODs typically encompass a quarter- to half-mile ring around transit (10- to 15-minute walking distance), providing an appropriate venue for regional destinations, multi-modal transit hubs, and both attainable (workforce especially) as well as market-rate housing. TODs are characterized by easy mobility for pedestrians and bicyclists and are often complemented by collector transit systems, such as trolleys, buses, or para-transit. Parking within TODs is typically reduced and managed within the TOD district to further encourage transit ridership.

INITIAL DISCUSSIONS WITH CITY OF DEERFIELD BEACH STAFF:

TCRPC staff has discussed the TOD concept and the “York” concept plan with City of Deerfield Beach planning staff. It appears that approval of the York plan would require an amendment to the City’s Future Land Use Map along with a rezoning. The City’s current plan permits a maximum of 25 dwelling units/acre and a maximum building height of 75 feet. It should be noted that the York proposal suggests a density of 63 dwelling units/acre. It is unclear at this time as to the Deerfield Beach City Commission’s understanding or support for TOD-style development, especially its demand for higher-density residential.

DRAFT

DRAFT

DRAFT

INITIAL REVIEW OF YORK PROPOSAL:

The developer has done a commendable job of integrating a range of uses (retail, residential, hotel) that should provide eighteen hours of activity on the site, a TOD ideal. The retail is appropriately located in close proximity to the station, with desirable residential units above. Based on the preliminary York rendering, the 5-story scale appears appropriate for the roadway dimension. The site is designed along an internalized east/west “main street”, which should provide station visibility, pedestrian mobility, and assist in internalizing trips. However, the proposed location of parking garages at the north/south legs of the central roundabout will limit circulation through and around the site. Further, the garage locations will preclude the integration of two potential redevelopment sites which abut the subject site: the gas station (located directly north of the subject site) and the Sun-Sentinel property (located directly south of the subject site).

TCRPC has preliminary developed a revised concept for the York site to illustrate key factors for TOD success. The revised concept includes a more complete roadway network, including both the east/west street as well as a north/south street, enabling future integration of these adjacent sites upon redevelopment or current use. In addition, a frontage roadway along the north and eastern boundaries of the site has been added to enable better access to the Tri-Rail station, providing an alternative for station users who otherwise are required to make U-turns on Hillsborough Boulevard (a four-lane divided arterial). This roadway could be extended along the southern boundary of the site with cooperation from the Sun-Sentinel (an outstanding issue). It should be noted that the preliminary revised concept appears to provide roughly the same number of parking spaces, residential units, non-residential square footage, and hotel rooms.

COURTHOUSE PROPERTY:

The Broward County North Regional Courthouse is located immediately adjacent to the existing Tri-Rail to its west. The building appears to be a former warehouse facility which has been converted to the current courthouse/administrative use, and it retains what appears to be active loading docks along its southern façade. The site’s tight parking condition creates an opportunity for its redevelopment. Further, the site is considerably underutilized, and if better organized, it could yield 200-400% increased square footage, along with structured parking.

SUN-SENTINEL PROPERTY:

The Sun-Sentinel, located directly south of the York property, is developed as somewhat of a compound, with gated entry and fencing around its perimeter. Discussions with the company’s facilities staff indicate that York contacted the paper as it began its site planning efforts to the north, inquiring as to the paper’s desire for expansion. However, the Sun-Sentinel limited its interest to acquiring additional parking on the York site, noting its parking constraints on-site. The Sun-Sentinel maintains a pedestrian access

point for its employees to access the Tri-Rail station, and the facilities manager indicated a limited interest in the TOD development potential.

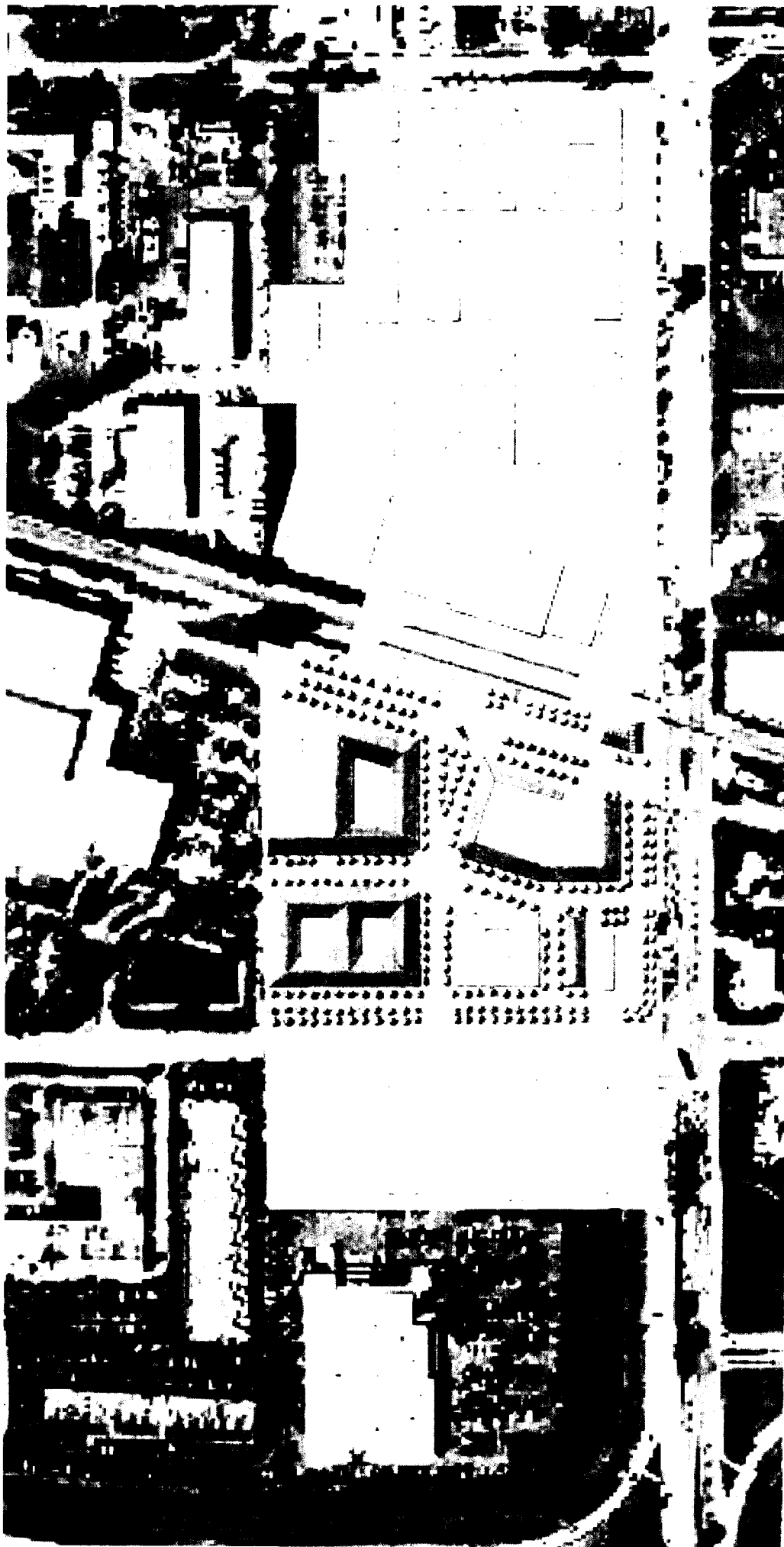
WALGREENS/HOTEL/HOME DEPOT PROPERTY:

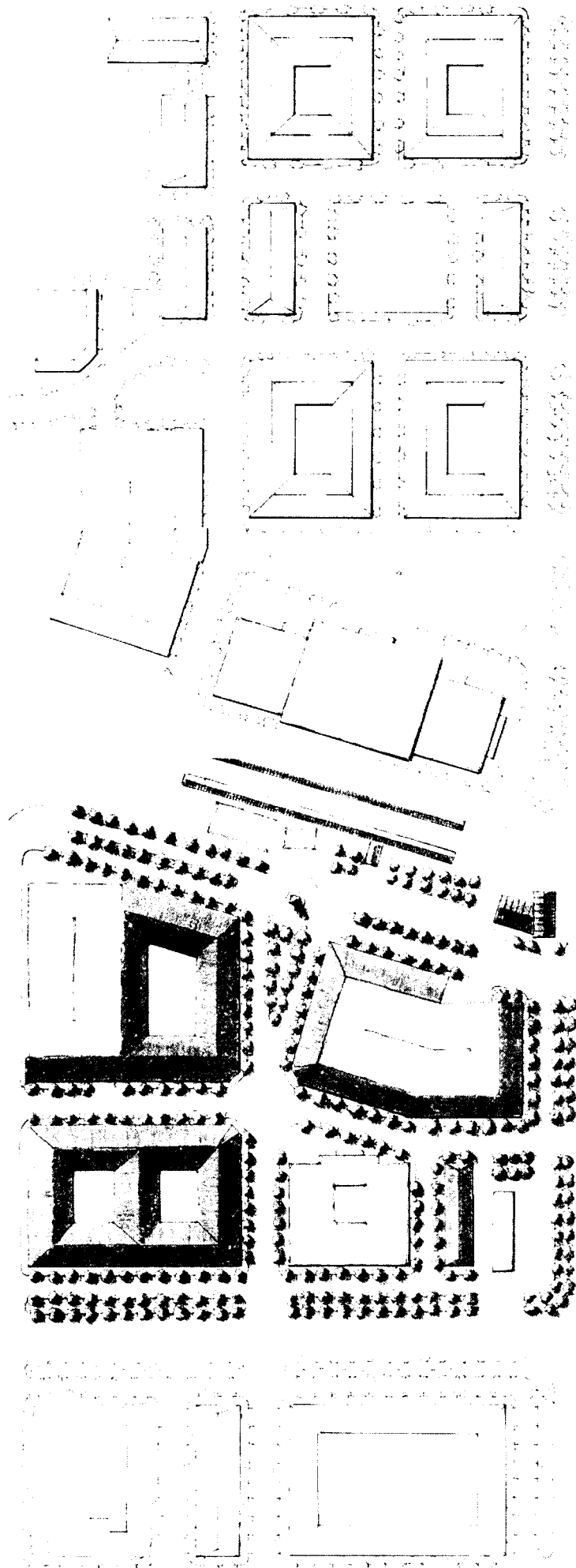
The retail block located due east of the York site was formerly owned entirely by Home Depot, which built one of its earliest (reputed the first) store in Florida in the mid-1980s on-site. The owner sold two outparcels in the 1990s for the development of the Walgreens at the corner and hotel along the southern edge of the block. Within the past several months, Home Depot representatives have been meeting with City staff to discuss the potential redevelopment of the Home Depot store, noting the urban form of its Sunrise store (two-story with parking deck). Home Depot is also reported to be seeking additional property to the south (currently occupied by office buildings) and has indicated no intention of relocation.

CITY PROPERTY:

The City of Deerfield Beach owns significant property along Goolsby Boulevard, adjacent to the SFRTA parcel. Currently, the site includes the City water treatment plant (nanofiltration, lime softening, and blending facilities) as well as distribution & repair network for sanitary sewer and drinking water lines. The City's public works department is currently located on the property as well; however, the City plans to phase out its public works department at that location and relocate it (to SW 3rd Avenue). Subsequently, the current City plans include expansion of the water plant along Goolsby, adding raw water capacity as well. Eventually, as the Goolsby facility is expanded, the City intends to phase out most operations at its eastern water plant to avoid wells in the vicinity.

Cc: Lynn Everett-Lee, Land Use/Transportation Program Manager, SFRPC







IMPORTANT: If you are looking to purchase this property, the tax amount shown may have no relationship to the taxes you will pay.
Please use our Tax Estimator to determine a more likely estimate of your new amount.

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Site Address	1250 W HILLSBORO BLVD , DEERFIELD BEACH	ID #	4842 02 00 0060
Property Owner	H E S HOTELS CORP ATTN: COMMERCIAL REAL EST DEPT	Millage	1112
Mailing Address	1250 W HILLSBORO BLVD DEERFIELD BEACH FL 33442-1715	Use	39

Legal Description	2-48-42 COMM NE COR OF SEC 2;S 919.19, W 35;S 200 TO POB CONT S 510.30; W 35,S 35;W 606.68;NE 591.23; E 266.80;N 17.29;W 200 TO POB AKA:RAMADA INN
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Property Assessment Values					
Tax Year	Land	Building	Land Value AG	Total	Tax
2006	\$ 2,725,340	\$ 906,390		\$ 3,631,730	
2005	\$ 2,725,340	\$ 906,390		\$ 3,631,730	\$98,916.79
2004	\$ 2,725,340	\$ 327,660		\$ 3,053,000	\$87,215.68

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$ 3,631,730

[illegible]

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
11			2		
C			2		
84,081					

Please Note: Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Map

Created on 4/6/2006 10:57:05 AM using ArcIMS 4.0.1, © Copyright 2003 Broward County Property Appraiser



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Site Address	1250 W HILLSBORO BLVD , DEERFIELD BEACH	ID #	4842 02 00 0062
Property Owner	H E S HOTELS CORP ATTN: COMMERCIAL REAL EST DEPT	Millage	1112
Mailing Address	1250 W HILLSBORO BLVD DEERFIELD BEACH FL 33442-1715	Use	22

Legal Description	2-48-42 PAR LAND LYING IN S1/2 OF GOV LOT 1 DESC AS:COMM AT NE COR SAID SEC 2;S 919.19;W 35;S 200 W 200 TO POB N 17.29,W 266.80; NE 190.42;E 176.98;SE 33.56; S 180.64 TO POB AKA:DENNY'S
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Property Assessment Values					
Tax Year	Land	Building	Land Value AG	Total	Tax
2006	\$ 479,160	\$ 853,370		\$ 1,332,530	
2005	\$ 479,160	\$ 853,370		\$ 1,332,530	\$33,954.51
2004	\$ 413,820	\$ 711,140		\$ 1,124,960	\$29,916.68

Save Our Home Value	Exemptions			
	Type	Widow(er)'s/Veteran's/Disability	Homestead	Non-Exempt
				\$ 1,332,530

Sales History					Land Calculations		
Date	Type	Price	Book	Page	Price	Factor	Type
11/90	D	\$ 5,519,100			\$11.00	43,560	SF
11/90	D	\$ 5,519,100					
04/88	W	\$ 6,000,000					
11/78	QC	\$ 2,715,000					
Adj. Bldg. S.F.						5698	

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
11			2		
C			2		
5,698					

Please Note: Assessed values shown are **NOT** certified values and are subject to change before final certification for ad valorem tax purposes.

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Map

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

SECOND AMENDMENT TO AGREEMENT NO. 03-284
BITNER GOODMAN, INC.
MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

REQUESTED ACTION:

MOTION TO APPROVE Second Amendment to Agreement No. 03-284 between the South Florida Regional Transportation Authority (SFRTA) and Bitner Goodman, Inc., increasing the annual not-to-exceed amount of the Agreement by \$100,000.00 for FY 05/06 to fund a regional marketing campaign to promote the increased train service.

SUMMARY EXPLANATION AND BACKGROUND:

On June 27, 2003, the Board approved Agreement No. 03-284 with Bitner Goodman, Inc. to provide marketing, public relations, and advertising services to SFRTA/Tri-Rail for a period of five (5) years, in the annual not-to-exceed amount of \$500,000.00. Last October, SFRTA entered into a JPA with FDOT to provide an additional \$141,000.00 in funding to create a regional marketing campaign designed to raise public awareness about the use of mass transit. FDOT has awarded the SFRTA an additional \$100,000.00 to fund a regional marketing campaign to promote the increase in service. Upon approval, Bitner Goodman will create a campaign using tri-county television, radio and print media and including promotional activities at the stations during "Customer Appreciation Week," May 1 - 6, 2006. The effort will also be supported by a comprehensive public relations program.

The Amendment indicates an increase of \$100,000.00 to the previously approved annual not-to-exceed amount of \$641,000.00. The additional costs for the regional marketing campaign will be funded through the JPA with FDOT.

Department: Marketing and Customer Service
Project Manager: Bonnie Arnold

Department Director: Bonnie Arnold
Contracts Director: Chris Bross

FISCAL IMPACT: Funding is available through a JPA with FDOT in the amount of \$100,000.00 to support a regional campaign to promote increased service.

EXHIBITS ATTACHED: [Exhibit 1 – Second Amendment to Agreement 03-284](#)

Recommended by: B. Arnold 4/17/06 Approved by: Chris Cross 4/17/06
Department Director Date Contracts Director Date

Authorized by: J. J. Smith 4/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

2

Tracking No 04280625
Page 2

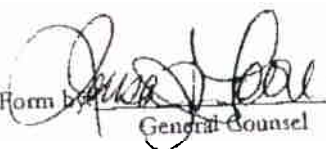
AGENDA ITEM NO. R7

SECOND AMENDMENT TO AGREEMENT NO. 03-284
BITNER GOODMAN, INC.
MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  4/17/06
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____ Yes ____ No

James A. Cummings ____ Yes ____ No

Marie Horenburger ____ Yes ____ No

Neisen Kasdin ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No

John Martinez ____ Yes ____ No

George A. Morgan, Jr. ____ Yes ____ No

Commissioner James A. Scott ____ Yes ____ No

Bill T. Smith ____ Yes ____ No



SECOND AMENDMENT TO AGREEMENT NO. 03-284

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

MARKETING, PUBLIC RELATIONS, AND
ADVERTISING SERVICES

SECOND AMENDMENT TO AGREEMENT NO. 03-284

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

BITNER GOODMAN, INC.

FOR

MARKETING, PUBLIC RELATIONS, AND ADVERTISING SERVICES

This is a Second Amendment to the Agreement for Marketing, Public Relations, and Advertising Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, formerly known as the Tri-County Commuter Rail Authority or TCRA, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **BITNER GOODMAN, INC.**, hereinafter referred to as “**FIRM**”.

WHEREAS, on August 1, 2003, the **SFRTA** was established pursuant to amendments to Chapter 343, Florida Statutes (“F.S.”); and

WHEREAS, pursuant to the above referenced amendments to Chapter 343, F.S., the **SFRTA** is the successor and assignee of TCRA and inherited all rights, assets, labor agreements, appropriations, privileges, and obligations of TCRA; and

WHEREAS, on June 27, 2003, **FIRM** and TCRA entered into a five year Agreement hereinafter referred to as “Agreement” in the total not-to-exceed amount of \$500,000.00 per year; and

WHEREAS, on November 14, 2005, the First Amendment to the Agreement between **FIRM** and **SFRTA** was executed to increase the annual not-to-exceed amount of the Agreement with an additional \$141,000.00 for Fiscal Year 05/06 for **FIRM** to provide a regional marketing program throughout the tri-county area; and

WHEREAS, **SFRTA** has entered into a Joint Participation Agreement with FDOT for \$100,000.00 in funding to provide a regional marketing campaign to promote increased train service. As a result **SFRTA** now wishes to increase the annual not-to-exceed amount of the Agreement with an additional \$100,000.00 for Fiscal Year 05/06, making the Year 3 total not-to-exceed amount of the Agreement \$741,000.00; **NOW THEREFORE:**

IN CONSIDERATION of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

1. COMPENSATION is amended to read as follows:

SFRTA agrees to pay the FIRM compensation as specified in the RFP Requirements and Instructions to Firms and FIRM'S Price Proposal the total not-to-exceed amount of Five Hundred Thousand Dollars (\$500,000.00) per year. For Year 3 of the Agreement SFRTA agrees to pay the FIRM an additional not-to-exceed One Hundred Forty-one Thousand Dollars (\$141,000.00) for a regional marketing program and an additional not-to-exceed One Hundred Thousand Dollars (\$100,000.00) for a marketing campaign to promote increased train service. Individual Work Orders shall be issued pursuant to the terms and conditions of the Agreement.

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Second Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Agreement on the respective date under each signature: **BITNER GOODMAN, INC.**, signing by and through its _____, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

SFRTA

ATTEST:

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

(SFRTA SEAL)

Approved as to form by:

CHRIS BROSS, Director
Procurement

GREENBERG TRAURIG, P.A.
General Counsel, SFRTA

ATTEST:

BITNER GOODMAN, INC.

WITNESS

By _____
PRESIDENT OR VICE PRESIDENT

(Corporate Seal)

_____ DAY OF _____, 2006

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

REQUESTED ACTION:

MOTION TO APPROVE: Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station.

SUMMARY EXPLANATION AND BACKGROUND:

On August 15, 2003, the South Florida Regional Transportation Authority (SFRTA) purchased approximately 6.6 acres in the City of Boca Raton for the development of the Boca Raton Intermodal Facility (Intermodal Facility). The property is part of the T-Rex Development and is located west of I-95, immediately south of Yamato Road and adjacent to the South Florida Rail Corridor.

The Intermodal Facility was planned to be developed in two phases. Phase I includes the construction of the Boca Raton Tri-Rail Station and involves platforms, surface parking and other passenger amenities to support the station. This phase is currently completed. The Phase II portion includes a joint development provision of 50,000 square feet of office space and up to 20,000 square feet of retail space with additional surface parking.

At the August 5, 2005 Special Meeting of the Property Committee, the Committee approved San Remo Developments (a.k.a Boca Tri-Rail Center, LLC) as the preferred developer, over the Butters & Siegel Development Group to joint develop the Boca Raton Intermodal Facility Phase II site.

<u>Department:</u>	Planning and Capital Development	<u>Department Director:</u>	Jack Stephens
<u>Project Manager:</u>	Loraine Kelly-Cargill	<u>Procurement Director:</u>	Chris Bross

FISCAL IMPACT: Funding from this project will increase SFRTA's Operating Budget
EXHIBITS ATTACHED: [Exhibit 1: Draft Development & Lease Agreement](#)

(Continued Page 2)

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

SUMMARY EXPLANATION AND BACKGROUND (Contd.):

The Proposal was based on the following major terms:

- Construction of 50,000 square feet of office and up to 20,000 square feet of retail;
- Payment of \$75,000 per annum during construction;
- Base rent of \$200,000 per annum, increasing 10% every five years;
- Participation rent of 1% of gross revenue, plus lessor to share in net proceeds of 10% from sale or refinance of the property or from a sale of the ownership interest in lessee.

On January 27, 2006, SFRTA received a letter from Boca Tri-Rail Center, LLC presenting a revised proposal to the terms of the original lease resulting in a reduced base rent of approximately \$60,000 per year. The revised proposal cited the increase in construction costs over the last few months associated with the recent hurricane season as the main reason for the adjustment. Additionally, Boca Tri-Rail Center confirmed they had entered into an Agreement with Ned Siegel and Malcolm Butters to co-develop the Phase II Project enabling them to take advantage of synergies with the adjacent development and leverage existing relationships with governmental groups.

On February 17, 2006, the Property Committee moved to: 1) Suspend negotiations up to 90 days with Boca Tri-Rail Center; and 2) Direct staff to update the appraisal of the Boca Raton Phase II site and await further direction from the Property Committee.

On March 23, 2006, SFRTA received a letter from Boca Tri-Rail Center attorneys stating that Boca Tri-Rail Center has agreed to construct 50,000 square feet of office and 10,000 square feet of retail in accordance with the August 4, 2005 proposal previously approved by the SFRTA Property Committee.

On March 24, 2006, the Property Committee moved to direct staff to engage in negotiations with Boca Tri-Rail Center and bring back a fair proposal to the Property Committee at the April 2006 meeting.

To date, the current proposal with Boca Tri-Rail Center is based on the following terms:

- Construction of 50,000 square feet of office and 10,000 square feet of retail;
- Pre-possession rent of \$4,000 per month, commencing on the effective date (or the signing) of the Development & Lease Agreement;
- Payment of \$75,000 per annum during construction;
- Base rent of \$200,000 per annum, increasing 10% every five years;
- Participation rent of 1% of gross revenue, plus lessor to share in net proceeds of 10% from sale or refinance of the property or from a sale of the ownership interest in lessee.

Staff is currently finalizing negotiations with Boca Tri-Rail Center and will forward a final Development & Lease Agreement to the Board before or on April 28th, 2006. Staff anticipates there will be no material change to the attached draft Development & Lease Agreement and is providing this copy for the Board's review. Final execution of the Development & Lease Agreement is subject to the approval of the Federal Transit Administration.

BOCA RATON PHASE II JOINT DEVELOPMENT PROJECT
DEVELOPMENT & LEASE AGREEMENT

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A .Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Draft Development and Lease Agreement

Between

South Florida Regional Transportation Authority

And

Boca Tri Rail Center, LLC

RECITALS	1
SECTION 1. DEFINITIONS	2
SECTION 2. DEVELOPMENT PERIOD; POSSESSION DATE	8
SECTION 3. LETTING; TERM.	18
SECTION 4. RENT.....	18
SECTION 5. RIGHTS AND USES OF TENANT	22
SECTION 6. CONSTRUCTION BY TENANT	25
SECTION 7. MAINTENANCE OF PUBLIC AREAS.....	32
SECTION 8. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS	32
SECTION 9. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS	33
SECTION 10. OBLIGATIONS OF THE TENANT.....	36
SECTION 11. COMPLIANCE WITH GOVERNMENTAL PROCEDURES.....	37
SECTION 12. MAINTENANCE AND REPAIR.....	37
SECTION 13. INSURANCE REQUIREMENTS - TENANT	38
SECTION 14. DAMAGE TO OR DESTRUCTION OF PREMISES	40
SECTION 15. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES	42
SECTION 16. INDEMNITY	43
SECTION 17. RIGHTS OF ENTRY RESERVED.....	44
SECTION 18. SALE, ASSIGNMENT; SUBLEASE AND MORTGAGING	45
SECTION 19. TENANT DEFAULT, TERMINATION	52
SECTION 20. REMEDIES TO BE NON-EXCLUSIVE.....	54
SECTION 21. SURRENDER.....	54
SECTION 22. ACCEPTANCE OF SURRENDER OF LEASE	54
SECTION 23. REMOVAL OF PROPERTY	54
SECTION 24. NOTICES.....	55
SECTION 25. NON-LIABILITY OF INDIVIDUALS	56
SECTION 26. UTILITIES	56
SECTION 27. ABATEMENT	56
SECTION 28. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTENT AND REMOVAL	56
SECTION 29. GENERAL	59
SECTION 30. ADDITIONAL COVENANTS.....	63

EXHIBITS

A	-	Premises
B	-	Memorandum of Lease
C	-	Nondisturbance Agreement
D	-	Permitted Exceptions
E	-	Concept Plan

SCHEDULES

I	-	Rent Schedule
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DEVELOPMENT AND LEASE AGREEMENT

THIS DEVELOPMENT AND LEASE AGREEMENT ("Agreement or Lease") dated as of May, 2006 is made by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, having an office at 800 NW 33rd Street, Pompano Beach, Florida, 33064 ("Landlord"), and Boca Tri Rail Center, LLC having an office at 1500 San Remo Avenue, Suite 177, Coral Gables, Florida 33146 ("Tenant").

RECITALS

1. The Landlord is working to develop alternative public and quasi-public transportation alternatives in South Florida.

2. The Landlord has constructed a commuter rail station and intermodal transportation facility in the Boca Technology Center (the "Intermodal Facility"), which Intermodal Facility is located south of Yamato Road on the west side of the railway right of way and is part of a multi station commuter rail system operated by Landlord in the tri county area ("System").

3. The Intermodal Facility is an integral part of the South Florida traffic management plan, and will alleviate vehicular traffic congestion on I-95 and on the roadways in and around the City of Boca Raton, Palm Beach County and South Florida.

4. The Intermodal Facility will also provide public transportation alternatives to the growing student, staff and faculty populations of Florida Atlantic University located nearby.

5. In furtherance of its mission, Landlord has acquired certain real property in the Boca Technology Center, Boca Raton, Palm Beach County, Florida located just west of the railway right of way, and has acquired the right to build on and use that certain land lying between the Fee Parcel and the railway right of way owned by the Lake Worth Drainage District (collectively the "Parcel"). The Parcel has been divided into Phase I, upon which the Intermodal Facility has been constructed and Phase II, which is the same as the Premises which is the subject of this Lease and is described in Exhibit A hereto.

6. The City of Boca Raton has approved:

(a) the construction of the Intermodal Facility on Phase I, which includes a commuter rail station, bus station, on-site vehicular parking, pedestrian access ways, and connection points for other forms of public and quasi-public transportation; and

(b) Zoning for a mixed use 70,000 square foot office and retail facility to be constructed and operated on the Premises, all pursuant to zoning approvals already obtained from the City of Boca Raton.

7. Landlord and Tenant have agreed that the initial phase of the Project shall consist only of the development, construction and operation of 50,000 square feet of office and 10,000

square feet of retail, leaving the 10,000 of Restricted Transit Retail to be developed, constructed and operated in a subsequent phase, all as further described in Section 2.7.4(e) hereof.

8. Landlord recognizes the potential for public and private benefit through a joint use and development of the Premises in order to promote public transportation alternatives for South Florida and to generate revenue to support the Landlord's mission.

9. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Premises for the purposes stated above, subject to the terms and conditions of this Lease.

10. The parties have agreed to enter into this Agreement, which provides for, among other things, certain development activities prior to Possession Date (as defined) and the commencement of the lease term.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS The following terms set forth below, when used in this Lease, shall be defined as follows:

"Additional Collateral" shall mean: (i) all licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the development, use and operation of the Premises, whether heretofore or hereafter issued or executed (collectively, the "Licenses"), such boards, agencies, departments, governmental or otherwise being hereinafter collectively referred to as "Governmental Authorities", and (ii) all contracts (including, without limitation, all engineer, construction and architectural contracts), subcontracts, agreements, service agreements, plans, drawings, warranties and purchase orders which have been or will be executed by or on behalf of Tenant in connection with the development, use and operation of the Premises (collectively, the "Contracts"), and the parties with whom or to whom such Contracts have been or are given are hereinafter collectively referred to as the "Contractors".

"Additional Rent" shall mean all monetary obligations of Tenant to Landlord (other than Construction Period Rent, Base Rent, Participation Rent and Transaction Rent) payable pursuant to this Lease.

"Affiliate" shall mean a person who (i) is directly or indirectly controlled by, or under common control with, the specified person; or (ii) owns directly or indirectly thirty-five percent (35%) or more of equity securities of the specified person; or (iii) is a general partner, officer, director, non-financial institution trustee or fiduciary of the specified person or of any person described in (i) or (ii), preceding; or (iv) is a son, daughter, spouse, parent, sibling or in-law of the specified person.

"Applicable Approvals" shall mean all Governmental Approvals (with all appeal periods having expired) required by Tenant for the Improvements, including, but not limited to building permits for the Improvements.

“Base Rent” shall be as shown on **SCHEDULE 1** attached hereto and made a part hereof.

“B.O.M.A.” shall mean the standard method of floor measurement as published by the Builders, Owners and Managers Association International Reprint, May 1981, ANSIZ 65.1-1980, and approved July 31, 1980 by the American National Standards Institute, Inc.

“Certificate of Occupancy or CO” shall mean the later of: (1) with respect to buildings to be constructed on the Premises, the date(s) upon which a final certificate of occupancy (or similar permit) shall be issued by the appropriate governmental authority indicating that the applicable buildings are ready for occupancy in accordance with applicable laws and ordinances; or (2) with respect to other improvements to be constructed on the Premises, the date upon which the improvements may first be legally put into service for the intended use thereof (regardless of whether such is the actual first date of usage).

“City” shall mean the City of Boca Raton.

“Commencement of Construction” shall mean the earlier of the filing of a notice of commencement or the start of substantial work on the Premises. For purposes of this definition, “substantial work” means grading or other soil work or the preparation of the site for utilities performed by Tenant pursuant to a permit issued under a Governmental Approval.

“Construction Contract Documents” shall mean all contracts with contractor or subcontractors or materialmen and suppliers which are providing goods, services or materials for the design, development or construction of any or the Improvements and Tenant Improvements to this Project and shall only apply to the provisions of Section 6.1.

“Construction Period Rent” shall mean the payments described in Section 4.2.

“Construction Plans” shall mean the final plans and specifications for the construction of the Improvements to the Premises (as amended from time to time) that have received the prior written approval of the Landlord to the extent such approval is required pursuant to Section 6 hereof.

“County” shall mean Palm Beach County.

“CPA Firm” shall mean an independent firm of certified public accountants, licensed by the State of Florida selected by Tenant, subject to Landlord’s approval, which approval shall not be unreasonably withheld or delayed.

“DRI Regulations” shall mean those certain regulations imposed by the State, County and/or City relating to the Intermodal Facility and Improvements as an element of the Boca Technology Center, as a development of regional impact.

“Effective Date” shall mean the date that the last party hereto executes this Lease.

“Event of Default” shall have the meaning set forth in Section 19.1.

“First Class” shall mean the quality of design, construction, materials, maintenance and operation required to be met by the Premises, Improvements and the Public Areas during the Term and shall be measured by comparison to new construction of Class A office and retail facilities similar to the Premises in the Arvida Park of Commerce as of the Effective Date.

“Force Majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Lease and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

“Governmental Approvals” shall mean all governmental and quasi-governmental approvals from applicable City, County and other agencies and authorities required to develop the Premises and construct and operate the Premises including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approval, plat approvals and recordation, public-dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development, construction and operation of the Improvements and all Public Areas (and the expiration of all appeal periods with respect thereto), modification and/or vacation of easements and other matters pertaining to the Premises.

“Gross Revenues” shall mean, in any single Lease–Year, all gross revenue generated by and from the use and operation of the Improvements and paid to or received by Tenant during the year in question including gross revenues from preceding years which were not collected until the year in question and therefore were not previously included in Gross Revenues and including, but not limited to: (i) income or revenue from the rental of space, parking spaces, vending machines, signage, antennas, storage, kiosks, retail space, restaurant/bar and from all licensees, lessees, and concessionaires of every kind; (ii) if Tenant or any affiliate or related party operates the rental, restaurant/bar facility, Gross Revenues shall include gross revenues from said facility to the extent that the Tenant or affiliate or related party is legally entitled to same under lease or other operating agreements; (iii) all Operating Contributions received from Space Lessees or Sublessees (iv) insurance proceeds, if any, from any business interruption or other loss of income; and (v) the fair rental value of space within the Improvements occupied by Tenant or any entity affiliated with or employed by Tenant to the extent the occupants of such space are paying less than the fair market value of such space (as determined by comparison with the rent from comparable space within the Improvements), less: to the extent that any of the following items have been actually included in Gross Revenues, (i) any proceeds from sale or refinancing of the Premises; (ii) any proceeds resulting from a syndication of the Improvements or the Tenant or its owners; (iii) any capital contribution or loans made by the Tenant or its owners contributed to the Improvements or the Tenant or its owners; (iv) any insurance proceeds resulting from damage to or destruction of the Improvements (other than from business interruption or loss of income); and (v) sales tax, passed through to retail or office tenants. All Subleases and Space Leases in the Improvements shall be signed between Tenant as landlord and the actual user of the space as tenant (i.e. no sandwich leases.).

“Improvements” shall mean 50,000 square feet of usable area of office space and 20,000 square feet of usable area of transit retail space and the other improvements to the Premises included in

the Construction Plans, all but the Restricted Transit Retail are to be constructed and paid for by Tenant unless otherwise agreed by Landlord and Tenant.

“Institution” shall mean an established bank, trust company, insurance company, college, real estate investment trust, pension, or retirement fund, or other such recognized financial institution of good repute and sound financial condition and having assets in excess of One Hundred Million Dollars (\$100,000,000.00).

“Lease” or “Agreement” shall mean this Development and Lease Agreement, including any supplements, modifications or amendments thereof.

“Lease Year” shall mean a calendar year. If the Effective Date does not begin on January 1, the first and last Lease Year shall be pro rated.

“Leasehold Mortgage” shall have the meaning defined in Section 18.4.

“Memorandum” shall mean a memorandum of this Lease in the form of EXHIBIT B to be recorded in the Public Records of Palm Beach County, Florida.

“Non-Disturbance Agreement” shall mean an agreement with respect to Space Leases or Subleases in excess of 5,000 square feet in the form of EXHIBIT C.

“Offsite Improvements” shall mean those improvements in, around and/or abutting the Premises which Tenant is required to cause to be constructed as a result of any Government Approvals or approvals related thereto.

“Offsite Improvement Costs” shall mean all of the costs, expenses, fees, permits and impositions incurred as a result of the Government Approvals and/or the construction of the Offsite Improvements.

“Operating Contributions” shall mean any and all amounts payable to Tenant by any Sublessee or Space Lessee or other party as a contribution toward the cost of cleaning (including, without limitation, trash removal), maintaining and repairing common areas in the Parcel, or the cost of providing, maintaining, repairing and operating heating, ventilating, air conditioning or electrical equipment (including, without limitation, the cost of energy therefor), or as a contribution to any promotion fund, advertising fund administered by Tenant, or in consideration of the furnishing of utility services by Tenant, or in consideration of the furnishing of sprinkler or fire protection systems and devices, or as a reimbursement or contribution toward the payment of any Public Charges or any other payment in the nature of a reimbursement of, or contribution to, any cost incurred by Tenant in connection with the ownership or operation of the Premises or the Improvements.

“Parcel” shall be defined as set forth in the Recitals.

“Participation Rent” shall be as shown in Schedule I.

“Permitted Change” shall mean the following changes to the Plans which do not require Landlord’s approval: (i) a change that is required to be made to comply with applicable

governmental requirements; (ii) a change that involves only substituting materials of comparable or better quality; (iii) any change with respect to the interior portions of the Improvements other than the Public Areas; (iv) a change required by the failure of the Construction Plans to satisfy field conditions where the change will not have a material adverse effect on the quality, appearance or function of such Improvements other than the Public Areas; and (v) a change that is made to correct inconsistencies in various plans and specifications other than the Public Areas; it being understood and agreed, however, that any change that affects the exterior or square footage of any Improvements or the Public Areas shall require the Landlord's approval.

"Permitted Uses" shall mean the permitted uses that may be made of the Premises pursuant to Section 2.6 of this Lease.

"Person" shall mean any individual, firm, trust, estate, partnership, joint venture, company, corporation, association, or any other legal entity or business enterprise. The reference in this Lease to any one of the foregoing types of persons, shall be deemed a reference to all other types of persons.

"Plans" shall mean the Concept Plans, Preliminary Plans and Construction Plans described in Section 2.7.

"Possession Date" has the meaning ascribed to it in Section 2.8.

"Premises" shall mean that real property described in EXHIBIT A together with all buildings, structures, pavements, facilities and other improvements now or hereafter constructed thereon, the equipment permanently affixed therein, such as electrical, plumbing, sprinkler, fire protection and fire alarm, heating, steam, sewage, drainage, refrigerating, communications, gas and other systems and their pipes, wires, mains, lines, tubes, conduits, equipment and fixtures together with all appurtenances, rights, privileges, permits and easements benefiting, belonging or pertaining thereto.

"Prime Rate" shall mean the "Prime Rate" of interest from time to time in the "Money Rates" section of the *Wall Street Journal* (Eastern Edition) or, if no longer published by the *Wall Street Journal*, a comparable index published for loans in the United States.

"Project" shall mean, collectively, the Premises and Improvements.

"Project Related Costs" shall mean all expenses, costs, fees incurred or owed to third parties by the Landlord which: (i) arise from or as a result of its preparation for and performance under this Agreement; (ii) are related to or required by its ownership of the Premises or the development, construction or operation of the Improvements; or (iii) attorney's fees and court costs where Landlord is a defendant or cross-defendant in any litigation pertaining to Premises filed by or against Tenant. Project Related Costs shall include, but are not limited to, the costs of third party consultants and professionals (attorneys, accountants, economic consultants, surveyors, environmental and other specialists), filing fees, studies, copying, long-distance telephone charges, and additional staffing hired especially to monitor or oversee the construction or Government Approvals of the Improvements. On or before the Effective Date, Landlord and Tenant shall jointly prepare an estimated budget for Project Related Costs of the type described in clauses (i) and (ii).

“Public Areas” shall mean [the Premises minus the enclosed tenant occupied interior portions of the Improvements together with areas so designated on Phase I.]

“Public Charges” shall be defined as set forth in Section 5.7(a).

“Rent” shall mean the Pre-Possession Rent, Construction Period Rent, Base Rent, Participation Rent, Transaction Rent and any Additional Rent.

“Restricted Transit Retail” shall mean the 10,000 square feet of transit retail approved by the City for construction on the Premises but which is restricted as to use and trip generation, until the ridership at the Intermodal Facility reaches certain daily levels.

“SFRTA” shall mean the South Florida Regional Transportation Authority or any successor or replacement thereof.

“Space Lease” shall mean a lease of not more than 5,000 usable square feet of office or retail space in the Improvements to a Space Lessee which is occupying and using said space.

“Space Lessee” shall mean a tenant under a Space Lease.

“State” shall mean the State of Florida.

“Sublease” shall mean a Sublease of more than 5,000 usable square footage of office or retail space constructed on the Premises.

“Sublessee” shall mean the Sublessee(s) under Sublease(s).

“Surviving Obligations” shall mean upon the termination of this Lease, the obligations of Tenant (i) as set forth in Section 8(b), (ii) the obligation to pay Rent which is due and unpaid to the extent due, (iii) with respect to any claim for any brokerage commission made by any broker or finder claiming by or through Tenant, (iv) the provisions of Section 16 for matters caused by Tenant, its subtenants, employees or agents, (v) Section 28 (Environmental Compliance), Section 23 (Removal of Property), and (vi) any other clauses herein which, by their terms, are specified to survive such termination.

“Tenant” shall mean Boca Tri Rail Center, LLC, its successors and assigns as permitted by this Lease.

“Tenant’s Proportionate Share” shall mean _____ percent (_____%), which is based on the approximate allocation of surface parking (which shall not include underground or deck parking which is being 100% maintained by Tenant) parking, based on a fraction, the numerator being the surface parking allocated to Tenant hereunder and the denominator being all the surface parking times the cost of maintenance as described in Section 7 hereof.

“Term” or “Term of this Lease” or words of similar import shall mean the term set forth in Section 3 hereof, including the initial term and any renewal term(s), as applicable.

“Title Company” shall mean the title company selected by Tenant to issue any leasehold title insurance policy, which Tenant may elect to obtain insuring its rights under this Lease. In the event Tenant elects to obtain such leasehold title insurance policy, Tenant shall pay for all costs relating to same.

“Transaction Rent” shall be as shown on Schedule I.

SECTION 2. DEVELOPMENT PERIOD; POSSESSION DATE

2.1 General Provisions.

(a) Binding Effect. Subject to the provisions hereof and the termination rights of the Landlord and Tenant otherwise set forth herein, this Agreement constitutes a binding agreement of the parties hereto as of the Effective Date. In addition to the foregoing limitations, possession of the Premises shall be delivered to Tenant only as and to the extent provided herein and, unless otherwise specified, the rights of the Tenant therein shall not arise or be effective until the occurrence of the Possession Date.

IT EXPRESSLY IS UNDERSTOOD AND AGREED THAT UNTIL THE POSSESSION DATE HEREUNDER EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN TENANT SHALL HAVE NO RIGHT TO USE OR OCCUPY ANY PORTION OF THE PREMISES AND TENANT SHALL HAVE NO RESPONSIBILITY THEREFOR, IT BEING THE INTENT OF THE PARTIES THAT THE LANDLORD SHALL CONTINUE TO CONTROL, USE, OCCUPY, MAINTAIN AND OTHERWISE BE RESPONSIBLE FOR THE PREMISES UNTIL THE POSSESSION DATE. NOTWITHSTANDING THE FOREGOING, TENANT AND/OR ITS DESIGNEES MAY HAVE SUCH ACCESS TO THE SITE AS IS HEREINAFTER PROVIDED FOR INSPECTION AND OTHER PURPOSES, SUBJECT TO SUCH TERMS AND CONDITIONS AS MAY APPLY THERETO HEREUNDER.

(b) Payment of Landlord Attorney’s Fees. Upon the Effective Date, Tenant shall pay to Landlord Fifty Thousand Dollars (\$50,000), which shall be in reimbursement of a portion of its attorneys fees incurred in connection with the Project.

2.2 Certain Representations of Landlord. Landlord represents and warrants that:

(a) Landlord owns the Premises in fee simple, subject to the exceptions contained in Exhibit D;

(b) Landlord has the right, power and authority to lease and demise to Tenant the Premises;

(c) Landlord has the power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement by Landlord have been duly authorized by all necessary action and Governmental Approvals; and

(d) To the Landlord’s actual knowledge, **EXHIBIT D** attached hereto and made a part hereof sets forth all grants, restrictions or other agreements with respect to the Premises, including but not limited to, agreements with the United States Government, relative to

the operation and maintenance of the Intermodal Facility and/or the Premises (the “Permitted Exceptions”). Tenant acknowledges and agrees that this Lease is expressly subject and subordinate to those documents set forth on **EXHIBIT D** and that Tenant’s use of the Premises must comply with those documents set forth on **EXHIBIT D** and any applicable amendments and supplements thereto. Landlord represents that there shall be no liens or encumbrances created by or through Landlord pertaining to the Premises as of the date of recording of the Memorandum (except with respect to the lien of any taxes resulting from Tenant’s interest in this Lease) and to the extent any lien or encumbrance is thereafter created by Landlord, Landlord shall obtain a non-disturbance agreement from the holder of such lien or encumbrance, whereby such lienholder agrees (i) provided that Tenant is current and in good standing of its obligations under this Lease, such lienholder will not disturb Tenant’s possession under this Lease, and (ii) at such time as any Sublessee is entitled to a non-disturbance agreement as provided in Section 18, such lienholder will enter into a nondisturbance agreement with such Sublessee on the same terms and conditions as Landlord as set forth in Section 18.

2.3 Tenant Warranties and Representations.

(a) It is a corporation duly organized and validly existing under the laws of the State of Florida.

(b) The execution, delivery and performance by Tenant of this Agreement has been duly authorized by all necessary corporate action and will not violate its articles of incorporation or any other agreement to which it is a party or is otherwise subject.

2.4 As Is. Tenant represents to Landlord that Tenant has conducted its own extensive due diligence investigation of the title to and zoning of the Premises and is satisfied with the title and zoning and the current condition of the Parcel and Premises and, in conducting such inspection and investigation, has not relied on any materials or information provided or asserted by Landlord. The foregoing applies notwithstanding anything herein to the contrary. Further, Landlord and Tenant agree as follows:

(a) Landlord makes no representations or warranties whatsoever as to: (a) the condition of the Premises, or (b) whether the Premises, or any part thereof, is in compliance with applicable federal, state, and local laws, ordinances, rules, or regulations; or (c) the permitted or available uses of the Premises under any applicable federal, state, or local laws, ordinances, rules, or regulations;

(b) Landlord makes no representations or warranties whatsoever as to the legality, permissibility or availability of any use of the Premises that may be contemplated by Tenant;

(c) Landlord makes no representations or warranties concerning habitability or fitness for any particular purpose. Tenant specifically obligates itself to conduct its own due diligence investigation as to the Premises and the suitability thereof for Tenant’s purposes; and

(d) The Premises and all components thereof, are hereby leased in “AS IS CONDITION” and “WITH ALL FAULTS.” TENANT HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN,

LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PARCEL OR PREMISES INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE PREMISES, THE PHYSICAL CONDITION OF THE PREMISES, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF THE PREMISES, THE ZONING OF ANY OF THE PREMISES, THE VALUE OF THE PREMISES, THE TITLE TO THE PREMISES, THE MERCHANTABILITY OR FITNESS OF THE PREMISES FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PREMISES OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, LANDLORD HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PREMISES. TENANT FURTHER ACKNOWLEDGES THAT TENANT HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PREMISES AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PREMISES AS TENANT DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH THE TRANSACTION, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, TENANT IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, TENANT WILL ACCEPT THE PREMISES "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

Following the Possession Date, Tenant shall ASSUME ALL RISK of non-compliance of the Premises, or any part thereof, with any federal, state, or local laws, ordinances, rules, or regulations, except as otherwise set forth in this Lease. From and after the Possession Date upon receipt of notice of any noncompliance with any such laws, ordinances, rules, or regulations, Tenant hereby agrees to make any and all repairs, alterations, and additions to the Premises and to take all corrective measures as may be necessary to bring the Premises into compliance with all laws, ordinances, rules and regulations at its sole cost and expense. Notwithstanding the foregoing, Tenant shall have the right to challenge any such laws, ordinances, rules and regulations and may defer compliance therewith provided that in doing so Tenant shall not subject the Landlord to any liability in connection therewith and the Premises shall not be subject to any liens in connection therewith. Tenant shall not be entitled to any adjustment of any Rent hereunder on account of the condition of the Premises or any failure of any of the component parts to be in working order or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof or because of the inability of obtaining or any delay in obtaining any required development approvals from any governmental body having jurisdiction, including but not limited to Landlord. Furthermore, Tenant hereby releases the Landlord of and from any and all claims and liabilities whatsoever on account of the condition of the Premises or any failure of any of the component parts to be in working order or because of any necessity of Tenant to repair or take corrective actions with respect to any part thereof, or the necessity for obtaining any development approvals from any governmental body, including, without limitation, Landlord agencies.

2.5 Limited Access Prior to Possession Date. Prior to the Possession Date, Tenant and its agents, employees, engineers, architects and consultants shall have limited access to the

Premises in order to conduct the tests, surveys, and inspections which are generally necessary for Tenant to obtain the Government Approvals and financing for construction of the Improvements. Tenant shall restore any damage to the Premises and shall indemnify Landlord for any damages or liability arising from such access in accordance with Section 16 hereof. Tenant shall schedule such access and perform its tests, studies and inspections at such a time and manner so as to not unreasonably disturb Landlord's use of the Intermodal Facility.

2.6 Use.

2.6.1 General Uses. Tenant agrees to use and operate the Premises only for the uses permitted pursuant to this Section 2.6 of this Lease provided; however, the parties recognize that Tenant and its tenants and invitees shall be permitted to utilize the Public Areas on a non-exclusive basis with other members of the public. An agreed upon portion of the Premises will be dedicated for parking exclusively for Tenant, Sublessees, Space Lessees and their employees, invitees and guests and will not be available to members of the general public.

2.6.2 Permitted Uses. Tenant shall use the Premises only for the operation of the Improvements in accordance with the terms of this Lease and the Governmental Approvals.

2.6.3 Prohibited Uses. Tenant is expressly prohibited from utilizing the Premises for the following:

- i. Automobile sales (new and/or used) and rental car companies, unless all inventory is stored off-site.
- ii. Adult book store, adult motion picture theater, adult mini motion picture theater, adult night club, massage establishment or encounter studio, as such terms are defined in Section 39-4 of the Code of Palm Beach County, Florida or any successor legislation thereto.
- iii. The retail sale of alcoholic beverages; provided the foregoing shall not prohibit (i) the sale of alcoholic beverage for consumption within a portion of the Premises such as in a restaurant or lounge, (ii) special events conducted on the Premises, to the extent permitted under applicable law, or (iii) as may otherwise be approved in writing by Landlord.
- iv. Any use outside the Improvements which unreasonably disturbs, endangers or interferes with the utilization of the Public Areas or Intermodal Facility for their intended purposes.
- v. Any use that requires the storing of hazardous substances and/or materials at the Premises in violation of applicable law.
- vi. Any use which is not a Permitted Use as set forth in sub-paragraph (b) above.
- vii. Any use prohibited by law, the DRI Regulations and the Permitted Exceptions.

2.6.4 Public Transportation. Public forms of transportation including, but not limited to buses, limousine and taxi services shall be allowed free ingress to and egress on the Public Areas to serve the public.

2.7 Plan Presentation and Approval.

2.7.1 Conformity of Plans. Concept Plans, Preliminary Plans and Construction Plans and all work by Tenant with respect to the Premises and to Tenant's construction of Improvements thereon shall be in conformity with this Lease, applicable building codes, Government Approvals and all other applicable federal, state, county and local laws and regulations.

2.7.2 Concept Plans; Preliminary Plans. Landlord acknowledges that prior to the execution of this Lease, Tenant has submitted to Landlord and Landlord has approved a set of concept plans (the "Concept Plans") for the construction of the Improvements which are attached hereto as composite Exhibit E. Concept Plans may be modified only upon mutual consent of Landlord and Tenant.

Thirty (30) days after the Effective Date, Tenant shall submit to Landlord for approval two copies of Preliminary Plans of the Improvements which shall be in conformity with the Concept Plans and this Lease, and which shall consist of site plans and structure elevations and sufficient detail to show site planning, architectural design and layout, building construction, landscape design, access, streets, and sidewalks. Tenant shall simultaneously make application for any permits or other formal Governmental Approvals for the Improvements. Upon receipt of Preliminary Plans, Landlord shall review same and shall, within twenty (20) days after receipt thereof, advise Tenant in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. Landlord's right to disapprove the Preliminary Plans submitted shall be limited to matters depicted in the Preliminary Plans which are not in substantial conformity to the Concept Plans, or to matters which are in violation of this Lease. If Landlord fails to deliver Tenant written notice of disapproval within said twenty (20) days, then such Preliminary Plans shall be deemed to approved by Landlord. After approval (including deemed approval) by Landlord of the Preliminary Plans, Tenant shall have the right to make minor changes therein which do not substantially or materially alter the Preliminary Plans as approved.

In the event of disapproval, Tenant shall, within ten (10) days after the date Tenant receives such disapproval, make those changes to the Preliminary Plans necessary to meet Landlord's stated grounds for disapproval and shall resubmit such altered plans to Landlord. Any resubmission shall be subject to review and approval by Landlord, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by Landlord. Landlord and Tenant shall in good faith attempt to resolve any disputes concerning the Preliminary Plans.

2.7.3 Construction Plans. Within thirty (30) days after all Governmental Approvals have been obtained of the Preliminary Plans, Tenant shall submit to the Landlord for review and approval, final Construction Plans with respect to all Improvements (other than interior improvements) for Landlord's approval, which shall not be unreasonably withheld if consistent with the Preliminary Plan. Landlord's right to disapprove the final Construction Plans

or the plans and specifications for Public Areas shall be limited to matters depicted in the Construction Plans which are not in substantial conformity to the Preliminary Plans, or to matters which are in violation of this Lease. Additionally, the plans and specifications with regard to the Public Areas which are to be constructed by Tenant shall also be subject to the Landlord's review and approval, which Landlord's approval shall not be unreasonably withheld if consistent with the Preliminary Plan. The Landlord shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments to the Construction Plans within twenty (20) days of receipt of request for same. If Landlord fails to deliver Tenant written notice of disapproval within said twenty (20) days, then such Construction Plans shall be deemed approved by Landlord.

The Construction Plans for all Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of (1) working drawings, (2) technical specifications, (3) schedule for accomplishing the Improvements, and (4) such other information as may be required by the Landlord. All construction, Improvements, signs, equipment and landscaping must be made in accordance with the requirements set forth in this Lease. No material changes or alterations (other than Permitted Changes) shall be made to any Construction Plans for all Improvements, without the prior written approval of the Landlord, which approval shall not be unreasonably withheld. Tenant shall be permitted to make Permitted Changes without Landlord's approval.

2.7.4 Inclusion of Restricted Transit Retail in Plans.

(a) The Concept Plans and all subsequent Plans filed with the City and County will include and show the location of the Restricted Transit Retail.

(b) The Restricted Transit Retail will be shown as part of the second phase of development and construction on the Premises, the commencement of which depends on the satisfaction of the conditions set forth below. Governmental Approval, from a Conceptual and Preliminary Plan standpoint (but not for Construction Plans), however, will be requested for the Restricted Transit Retail in the initial application for all approvals filed hereunder.

(c) For further clarity, phase one of development of the Premises will be shown as 60,000 square feet of office use and 10,000 square feet of retail use. Phase two will consist solely of the Restricted Transit Retail, which will be constructed only when the following events have occurred:

(i) The ridership restriction is either met or waived by the City;

(ii) There is a demonstrated rental market for the retail space. In the opinion of Landlord, as evidenced by interested tenants willing to pay a rental rate that would provide Landlord or its tenant, including but not limited to Tenant hereunder, a competitive return on the investment required to construct and operate the Restricted Transit Retail and pay rent or, in Tenant's case, an increased Base Rent to Landlord.

(d) Once the condition described in (i) above has occurred, either party may request a meeting (which will take place within 30 days of receipt of such request) to

determine whether condition (ii) exists. If the parties have not reached an agreement on whether conditions (ii) has occurred within 30 days after the meeting takes place, the matter may be resolved by arbitration hereunder.

(e) Landlord agrees that Tenant is not obligated to develop, construct or operate the Restricted Transit Retail. Tenant will be given the opportunity to do so by written notice from Landlord when conditions (c)(i) and (ii) above have occurred. If Landlord and Tenant can reach agreement on the economic terms under which the Restricted Transit Retail will be added to the Lease (the principal economic terms being the change to Base Rent). If, within sixty (60) days after receipt of such written notice by Landlord, no agreement has been reached and incorporated into an addendum to the Lease, then Landlord shall be free to seek other developers to undertake the development, construction and operation of the Restricted Transit Retail or perform such activities for its own account. Tenant agrees to execute all documents as are necessary to allow Landlord to effectuate such separate development, including but not limited to carving out the legal description of the footprint where the Restricted Transit Retail is located, reciprocal easements as to use of the Public Areas of the Premises, etc. No independent development by Landlord or others of the Restricted Transit Retail shall change, effect or modify the economic terms of this Lease.

2.7.5 Resolution of Disputes. If there shall be a bona fide dispute between Tenant and Landlord, as to Landlord's disapproval of any Preliminary Plans or Construction Plans or any amendment or modification thereof (other than a disapproval by Landlord based upon the Tenant's proposal to build less than all or other than the Improvements required by the terms of this Agreement, which disapproval shall not be subject to arbitration or dispute), such dispute shall be submitted to an impartial member of the American Institute of Architects mutually satisfactory to the parties, or if the parties shall fail to agree on such person, then to some impartial local member of the American Institute of architects selected by the President of that organization, who is in good standing and is in private practice in the City of Boca Raton. The arbitrator shall be instructed to render a decision on an expedited basis and in any event within fifteen (15) days following presentation of the dispute to the arbitrator. The decision of the arbitrator in any such dispute shall be final and binding on the parties and shall be enforceable in a court of law.

Any document required to be submitted to Landlord for approval pursuant to this Agreement shall be accompanied by a letter from Tenant stating that such document is submitted for approval pursuant to this Agreement and the time within such approval is required to be given hereunder, and unless accompanied by such a letter, such document shall not be deemed to have been submitted for approval. Any such document shall be deemed to have been submitted on the date of receipt by the person designated by Landlord to receive same. All such documents shall be sent to the designated representative of Landlord by separate letter or parcel at the address specified for same by Landlord herein.

Any notice of approval or disapproval required to be given by Landlord pursuant to this Section shall be accompanied by a letter from Landlord directed to Tenant at the address set forth below and stating that such notice is given, and unless accompanied by such a letter, such notice shall not be deemed to have been given. Any such notice of approval or disapproval shall be

deemed to have been submitted on the date of its receipt by Tenant at the address specified herein.

2.7.6 Tenant Obligations. Landlord's approval of any Concept Plans, Preliminary Plans or Construction Plans shall not relieve Tenant of its obligations under law to file such plans with any Governmental Authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain issuance of such permits. Tenant acknowledges that any approval given by Landlord shall not constitute an opinion or agreement by Landlord that the plans are structurally sufficient or in compliance with any laws, ordinances, codes or other applicable regulations, and no such approval shall impose any liability upon Landlord.

2.8 Conditions Precedent For Landlord. Notwithstanding anything to the contrary in this Agreement, Landlord shall not be obligated to deliver possession of the Premises and Tenant's rights hereunder shall be subject to termination as herein provided unless the events described in Section 2.8 (the Conditions") shall have occurred and/or, where approval is required, been approved or deemed approved by Landlord on or before February 28, 2007 (the "Outside Possession Date"), time being of the essence but subject to Force Majeure but not to the cure provisions for default. Upon the timely occurrence of the Conditions, or waiver thereof by Landlord, on or before the Outside Possession Date, Landlord shall deliver possession of the Premises to Tenant and Tenant shall take possession thereof (the "Possession Date"). If the Conditions have not occurred or been waived by Landlord on or prior to the Outside Possession Date, the Landlord may elect to extend the Outside Possession Date for up to six (6) months to allow such Conditions to occur or be waived by Landlord. If, Landlord either does not extend or, after such extensions all the conditions have not occurred or been waived by Landlord, either Landlord or Tenant may terminate this Agreement at its sole discretion and without liability or claim for such termination (other than specified herein) upon written notice delivered to the other party within sixty (60) days after the Outside Possession Date, as initially set or as extended by Landlord. The events are as follows:

(a) Landlord shall have approved (or be deemed to be approved), (i) in its sole discretion (i) any change in the use of the Premises and Improvements from that described in Section 2.6; (ii) any material change in the nature and scope of the Improvements from the nature and scope contemplated in this Agreement, including material changes resulting from modifications or revisions required by appropriate governmental authorities (other than Landlord) during the process of obtaining Governmental Approvals, and (iii) Construction Plans for the Improvements to be constructed on the Premises as and to the extent provided in Section 2.7.

(b) Tenant shall have received a detailed written commitment or commitments for the construction financing of the Improvements, or shall have provided Landlord with, and Landlord shall have approved, such other evidence to the effect that such financing has been committed or is available, and Tenant shall have provided and Landlord shall have approved evidence to the effect that the Tenant has financial resources available to it sufficient to complete construction of the Improvements, which approval in all instances shall not be unreasonably withheld. Tenant shall provide Landlord with copies of all construction loan documents.

(c) Tenant shall have provided to Landlord, as beneficiary, with an unconditional letter of credit ("Letter of Credit") in the face amount of One Million Dollars (\$1,000,000) or shall have a surety bond ("Bond") in a similar amount issued in favor of Landlord, both in form and content acceptable to Landlord, which shall provide that (i) upon an Event of Default by Tenant prior to the completion of construction of the Improvements and if Lender elects not to complete construction of the Improvements, the Letter of Credit or Bond shall be paid to Landlord for either the demolition of partially completed Improvements, to complete partially completed Improvements, to pay costs incurred by Landlord in dealing with the failure of the Tenant to complete construction of the Improvements and for such other uses as Landlord may deem appropriate in its sole discretion or (ii) upon completion of construction, as required herein, the Letter of Credit or Bond shall be returned to Tenant.

(d) Tenant shall obtain and deliver to Landlord at or prior to the Commencement of Construction a performance and payment or cash bond, in the amount of the cost of construction of the Improvements, with all premiums paid and with good and sufficient surety, in form and content reasonably acceptable to the insurance staff of Landlord. The bond required by this Section is not in lieu of any payment and performance Bond required by applicable law or municipal regulation.

(e) A building permit, based on the approved Construction Plan has been issued by the City.

(f) There must not exist an uncured Tenant Event of Default.

(g) There have been no material changes to the conditions precedent previously accepted and approved by Landlord, unless Landlord shall have approved such material changes in an agreement signed by Landlord and specifically designated for such purpose.

If the Possession Date occurs prior to the outside Possession Date, then the date that Landlord delivers possession of the Premises to the Tenant in accordance with this Section, as confirmed by Landlord and Tenant in writing, will be deemed the final "Possession Date."

2.9 Status of Agreement During Conditions Precedent Period.

(a) Tenant and Landlord each shall use good faith efforts to promptly satisfy all of the Conditions in a timely manner. Notwithstanding the foregoing, Landlord's undertaking to use good faith efforts pursuant to the preceding sentence shall not be deemed to require Landlord to approve the Conditions which are in its discretion to approve or to impose affirmative duties or financial obligations on Landlord to satisfy such Conditions. Landlord shall work with Tenant to obtain Governmental Approvals and promptly and in good faith consider whether a particular Condition has been satisfied and shall respond to requests for such consideration and for approval of the satisfaction of Conditions, it being the desire of the parties in fact to satisfy the Conditions. If requested by the other party, each party promptly shall indicate whether it considers that a particular Condition has been satisfied and, unless the Condition is to be approved in the sole discretion of Landlord, it shall state with particularity the reasons why it deems that a Condition has not been satisfied. It is recognized by the parties

hereto that either party shall have the right to terminate this Agreement if there has been either an uncured Event of Default by the other party or if any of the Conditions set forth in Section 2.8 have not been either satisfied or waived by Landlord on or before the Outside Possession Date, time being of the essence but as the same may be extended.

(b) In addition to the foregoing, the parties agree that Landlord and Tenant will work together to obtain all necessary or appropriate Government Approvals, including, without limitation, environmental and site related permits and approvals necessary to construct and finance the Improvements, and further including, without limitation, approvals, permits and/or no action letters from appropriate governmental agencies. Promptly following execution of this Agreement, Tenant will commence preparation of plans, traffic studies, and other planning materials and applications in order to apply for and commence the process of obtaining the Government Approvals. Tenant has the responsibility to diligently pursue, at its cost, the obtaining of all required Government Approvals, and Landlord in its capacity as land owner agrees to sign such applications, requests, letters and documents as are necessary for obtaining Government Approvals and which Tenant may reasonably request in connection with its efforts to obtain Government Approvals. Such consent and execution by Landlord shall not create financial obligations on the part of Landlord unless Landlord consents to same or Tenant shall provide Landlord with assurances acceptable to Landlord that such obligations shall be timely met by Tenant or some other party other than Landlord.

(c) Other than the deemed approval provisions of Section 27.7, no waiver of any of the Conditions set forth in Section 2.8 shall be implied by any conduct of Landlord, it being agreed that any waiver by Landlord of any such Condition shall be affected only by Landlord's express written statement to that effect delivered to Tenant.

2.10 Termination of Agreement – Pre-Possession Date.

(a) If all of the Conditions have not been satisfied or waived by Landlord by the Outside Possession Date (as the same may be extended) or Tenant otherwise elects in writing, prior to the Outside Possession Date, not to proceed with the Project, Landlord or Tenant may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of the termination of this Agreement prior to the Outside Possession Date by either party, neither party shall, thereafter, have any obligations to the other hereunder, except for Tenant's obligation to restore the Premises following testing and inspection as provided herein, and as provided below in this Section. In addition to the provisions of the foregoing sentence, the following provisions shall govern the parties' relationship and rights if this Agreement is terminated prior to the Outside Possession Date for reasons other than an Event of Default by either party hereto:

- i. If Tenant terminates this Agreement because a Condition described in Section 2.8 does not timely occur or for reasons related to Landlord's failure to approve a Condition or because Tenant does not accept a Condition Precedent then the Tenant shall, as a condition of terminating this Agreement, pay to Landlord the amount by which all Project Related Costs incurred by Landlord to the date it received from Tenant the written

notification of termination exceeds the cumulative Pre-Possession Rent paid to the date of termination.

- ii. If Tenant terminates this Agreement because the Tenant has otherwise elected not to proceed with the Project (other than for reasons described in (i) above), then Tenant shall pay the Project Related Costs to Landlord, without any offset for the amount of Pre-Possession Rent paid plus it shall, at Landlord's election (delivered to Tenant within 30 days after its receipt of Tenant's written notice of termination), convey, transfer and assign to Landlord (to the extent the Tenant is entitled to convey, transfer and assign the same for no consideration or payment, all of Tenant's right, title and interest in any plans, contracts, permits, Government Approvals and other rights and benefits it has created related to the Premises or Improvements.

(b) If the Agreement is terminated by either party prior to this outside Possession Date because of an uncured Event of Default by the other party, the non-defaulting party shall be entitled to sue the defaulting party for any and all damages incurred from such Event of Default and termination, including, but not limited to costs and expenses of litigation.

SECTION 3. LETTING; TERM.

3.1 Let. At Possession Date the Landlord shall let Tenant and Tenant shall hire and take from the Landlord the Premises, subject to the Permitted Exceptions and the terms of this Lease.

3.2 Term. The Term of this Lease shall commence on the Possession Date and shall terminate on the last day of the ninety-ninth (99th) Lease Year thereafter ("Termination Date"), unless sooner terminated as provided herein.

SECTION 4. RENT

4.1 Pre-Possession Rent. A monthly Rental of Four Thousand dollars (\$4,000) (the "Pre-Possession Rent"), prorated as to any partial month, commencing on the Effective Date and on the first day of each month thereafter until the earlier of (i) the Possession Date or (ii) the date that Tenant notifies Landlord in writing that it has elected, pursuant to the terms and provisions of this Agreement to terminate the Agreement.

4.2 Construction Period Rent. On the Possession Date, Tenant shall pay to Landlord, in advance, an annual construction period rent payment of Seventy-Five Thousand Dollars (\$75,000). If a Certificate of Occupancy has not been issued within twelve (12) months of Possession Date, Tenant shall pay to Landlord, in advance, an additional annual construction period rent payment of Seventy-Five Thousand Dollars (\$75,000) on that date.

4.3 Base Rent. Commencing on the earlier of twelve (12) months after Possession Date or the issuance of the Certificate of Occupancy and for each Lease Year thereafter, Tenant shall pay to Landlord the Base Rent set forth and adjusted as provided in Schedule I, which Base Rent shall be paid in annual installments on the first day of each Lease Year in advance

provided, however (i) if the first Lease Year in which Base Rent is due is a partial year, Base Rent for such Lease Year shall be pro-rated and the pro-rated amount for such partial Lease Year shall be paid at the beginning of such partial year and (ii) if, during the second year of construction, the Base Rent commences, then the Base Rent for such partial Lease Year shall further be reduced by the pro-rata portion of the \$75,000 construction period rent allocated to the remaining months of such second year of construction.

4.4 Participation Rent. Tenant covenants and agrees to pay to Landlord, as Participation Rent for each Lease Year of the Term hereof, the Participation Rent set forth in Schedule I. Participation Rent shall be paid, for each Lease Year, within forty-five (45) days after the end of the Lease Year in question. Participation Rent shall be pro-rated for partial Lease Year periods.

4.5 Transaction Rent. Tenant covenants and agrees to pay to Landlord at the closing of any and each Sale or Refinancing, as defined in Schedule 1, occurring during the Term, the percentage of Net Proceeds, from each and every Sale or Refinancing, as defined in Schedule 1.

4.6 Calculation of Additional Rent For Residential Development of Land. Tenant shall be absolutely prohibited from converting the use of any portion of the Improvements to condominiums, unless for such conversion Tenant shall pay Landlord, at the closing, an agreed upon Net Proceeds from the sale of each such condominiums.

4.7 Calculation of Additional Rent if Gaming Is Allowed on Premises. In the event that: (a) gaming shall be legalized in the State of Florida and, by virtue thereof, it is licensed to be conducted on the Premises and (b) Tenant or Sublessee receives any proceeds from the gaming activities conducted on the Premises, whether by rent, share of gross income or otherwise, Landlord and Tenant (or Sublessee as the case may be) shall meet and negotiate, in good faith, the percentage of the amount Tenant (or Sublessee as the case may be) receives from the gaming activities that Tenant (or Sublessee as the case may be) shall pay Landlord as Additional Rent. The parties shall give due consideration to the rent charged by landlords to tenants in similar projects for gaming activities. If no agreement is reached within sixty (60) days from the date gaming activity is scheduled to begin on the Premises, Tenant shall pay Landlord, as interim rent, an amount per month equal to ten percent (10%) of the Gross Revenues (less payouts) from such gaming activity and the parties shall arbitrate what the actual rent shall be.

4.8 Exclusive Connection Rights. Landlord hereby retains the sole and exclusive connection rights to the Intermodal Facility. Such rights shall include the rights: (a) to connect buildings not located on the Parcel to the Intermodal Facility and (b) to connect to the Premises any other development(s) or properties adjacent to or within the general area of the Parcel, all at Landlord's sole cost and expense. These exclusive rights have been retained by Landlord in consideration for the obligations and undertakings pursuant to this Lease.

4.9 Expenses. It is understood and agreed by and between the parties hereto that from the Possession Date, all costs, expenses, taxes (except income and the like, if any, owed by Landlord), special assessment and impositions of each and every kind and nature whatsoever incurred or imposed hereunder or against the Premises including, without limitation, the

Improvements to be constructed thereon as well as all of the specific obligations or expenses herein defined, shall be paid by Tenant in accordance with the terms and provisions hereof and, in no case later than when such payment is due and payable to the payee.

4.10 Licenses, Fees and Taxes. Tenant shall pay, on or before their respective due dates, to the appropriate collecting authority, all federal, state, county, and local taxes, assessments and fees, which are now or may hereafter be levied upon the Premises or the estate hereby granted, or upon Tenant, or upon the Improvements or any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to any applicable ad valorem, sales, use or excise taxes, and shall maintain in current status all federal, state, county and local licenses and permits, now or hereafter, required for the operation of the business conducted by Tenant on the Improvements or the Premises. To the extent permitted by law, Tenant shall be permitted to pay any assessments in annual installments and to the extent such assessments may be payable in installments then Tenant shall only be required to pay those installments which shall become due and payable during the Term.

4.11 Proration. Taxes, assessments and other expenses in connection with the Premises shall be prorated as of the Possession Date and the last day of the Term with Tenant being responsible for its obligations pursuant to this Lease for the period between the Possession Date and the last day of the Term.

4.12 Utilities. From and after the Possession Date, Tenant shall pay when due, all water, utility and other expenses which are now or hereafter charged or assessed with respect to operations at the Premises. All water, utility and other public fees or charges shall be paid by Tenant promptly prior to delinquency.

4.13 Additional Rent. If Landlord is required or elects to pay any sum or sums or incur any obligations or expense by reason of the failure, neglect or refusal of Tenant to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Lease which breach is not cured by Tenant within the applicable cure period, Tenant agrees to pay the reasonable sums so paid or the reasonable expense so incurred, including all interest, costs, damages and penalties, and reasonable attorneys' fees and costs, and each and every part of the same shall be deemed Additional Rent due hereunder payable within thirty (30) calendar days after written demand therefor.

4.14 Late Payments - Interest. Landlord shall be entitled to collect interest at the lesser of eighteen percent (18%) per annum or the highest non-usurious rate permitted by law per annum from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be in addition to and not in lieu of the right of the Landlord to enforce other provisions herein and to pursue other remedies provided by law.

4.15 Place of Payments. All payments of Rent required to be made by Tenant to Landlord under this Lease shall be made payable to "South Florida Regional Transportation Authority," and shall be paid to the Landlord at its business address, or to such other office or

address as may be substituted therefor. All Rent (together with all applicable sales tax thereon) shall be payable without demand, offset or deduction, other than as set forth in this Lease.

4.16 Form of Rent. All payments of Rent due hereunder shall be paid in lawful funds of the United States.

4.17 Tenant's Records and Audit. Tenant agrees, without notice or demand from Landlord, within forty-five (45) days after the end of each Lease-Year, to cause a statement of the Gross Revenues for such Lease-Year to be certified by an executive officer of Tenant and a copy of such certified statement shall be delivered by Tenant to Landlord within such forty-five (45) day period, accompanied by a check of Tenant for the Participation Rent, payable with respect to such prior Lease-Year.

4.18 All statements deliverable by Tenant to Landlord under this Lease shall be delivered to the place where Rent is then payable, or to such other place or places as Landlord may from time to time direct by written notice to Tenant.

Computation of the Participation Rent specified herein shall be made separately with regard to each Lease-Year of the Term; it being understood and agreed that the Gross Revenues of any lease-year and the Participation Rent due thereon shall have no bearing on, or connection with, the Gross Revenues of any other Lease-Year of the Term.

For the purpose of permitting verification by Landlord of any amounts due to it, including an account of the Percentage Rent, and Transaction Rent, Tenant will keep and preserve for at least three (3) years at Tenant's address specified herein auditable original or duplicate books and records for the Project which shall disclose all information required or appropriate to determine Percentage Rent and Transaction Rent. All such records shall be maintained in material respects in accordance with generally accepted accounting principles and will be made available to Landlord in Palm Beach County upon reasonable request allowing Tenant reasonable and sufficient time in the ordinary but prompt course of business to assemble, copy and deliver such records to a mutually agreeable Palm Beach County location. Landlord shall, after giving Tenant seventy-two (72) hours advance notice, have the right during business hours to inspect such books and records either in Palm Beach County if available or, if not so available, then at Tenant's address specified herein (in which event and unless Tenant shall make such books and records available in Palm Beach County, Florida, Tenant shall pay (not more than twice annually) all reasonable travel, food and lodging cost incurred by Landlord or its staff or auditor to conduct the examination at Tenant offices) and make any examination or audit or copy thereof which Landlord may desire. If such audit shall disclose a liability for Rent in excess of the Rent theretofore paid by Tenant for the period in question, Tenant shall pay such additional Rent within ten (10) days after receipt of written demand therefor. Landlord may examine, inspect and make copies of materials provided by Tenant.

Tenant shall provide Landlord with an annual Financial Statement, certified by an independent certified public accountant, of its choosing, within one hundred twenty (120) days after the close of each Lease Year and after the termination of the Lease showing in reasonable detail the computation of the Percentage Rent for the preceding Lease Year and Transaction Rent, if any, and summarizing in reasonable detail, the financial operations and financial

conditions of the Project for the year in question. If Tenant shall fail to deliver the foregoing statement to Landlord within said period, after reasonable notice Landlord shall have the right to employ an independent certified public accountant to examine such books and records as may be necessary to certify the amount of the Rent due with respect to such Lease Year and to obtain the information described above. Tenant shall pay to Landlord, within ten (10) days after receipt of written demand therefor, as additional Rent, the cost of any audit performed by or for Landlord in the event Landlord's audit was in lieu of an annual Audited Financial Statement required to be but not provided by Tenant. If Landlord disagrees with the annual certified Financial Statement provided by Tenant, it may conduct its own audit, which Tenant shall pay for if said audit demonstrates a discrepancy of more than three percent (3%) in the amount of Percentage Rent or Transaction Rent due to Landlord, provided, however, that if the audit relates to a discrepancy in Transaction Rent involving a sale, then it shall be paid for by the seller and not the purchaser; otherwise, the cost of the audit shall be paid for by Landlord. Any dispute between the two audits which cannot be resolved by the parties shall be resolved by arbitration. The cost of any audit by Landlord which Tenant is required to pay the cost of pursuant to this Section shall be the cost charged to Landlord by its independent auditors.

SECTION 5. RIGHTS AND USES OF TENANT

5.1 Public Nature of Public Areas. It is the intent of the parties to cooperate each with the other to the maximum extent possible so that the Public Areas maintain their character as public facilities and that the parties will cooperate to the extent legally permissible to maintain tax exempt status for such Public Areas and sovereign immunity with respect to such Public Areas. Without limiting the foregoing, if Tenant requests that the Public Areas be excluded from the term Premises, Tenant acknowledges and agrees that such exclusion shall be solely for the purposes set forth above (i.e., tax exempt status or sovereign immunity) and that all of Tenant's obligations under this Lease with respect to the Premises shall not be affected and shall continue to include the Public Areas to the extent such obligations applied to the Public Areas prior to such request for exclusion by Tenant.

5.2 Name of Intermodal Facility. Landlord shall Project sole and exclusive right to create and use a name for the Intermodal Facility.

5.3 Non-Interference. Landlord and Tenant hereby mutually agree not to interfere with the free flow of pedestrian or vehicular traffic to and from the Intermodal Facility. They further agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Lease, indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted or maintained in such a fashion as to materially or adversely interfere with pedestrian or vehicular traffic to and from the Intermodal Facility. The foregoing shall not prohibit Tenant from closing the Project and denying access to the public at such times and in such manner as deemed necessary by Tenant during the development or construction of any portion of the Improvements, the repair and maintenance of the Project or in the operation of the Project, provided such closing does not prevent Landlord from operating the Intermodal Facility.

5.4 Rights to Erect Signs; Revenue Therefrom.

(a) Landlord hereby agrees that Tenant, to the extent permitted by law and subject to Landlord's prior approval which shall not be unreasonably withheld or delayed, shall have the exclusive right at all times, during the term of the Lease, to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of any signs or advertisements of any kind whatsoever at, in or on the Projects. Tenant shall be responsible for obtaining any and all required permits and licenses which may be required from time to time by any governmental authority for such signs and advertisements and Landlord agrees to execute any consents necessary or required by any governmental authority as part of Tenant's application for such permits or licenses.

(b) Tenant shall have the right to remove any signs which, from time to time, may have become obsolete, unfit for use or which are no longer useful, necessary or profitable in the conduct of Tenant's business, or in the occupancy and enjoyment of the Parcel by Tenant, or any Sublessees or Space Lessees.

(c) As used in this Lease, "sign(s)" shall be deemed to include any display of characters, letters, illustrations, logos or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise (excluding billboards).

(d) Tenant shall be entitled to rent or collect a fee for the display of signs, advertisement, and the use of space for display or erection of signs and shall be entitled to retain said rent or fee provided, however that such rent or fees shall be a part of Gross Revenue for purposes of this Lease and shall be deemed retail activities.

5.5 Equal Opportunity. Tenant agrees, in good faith, to provide that all qualified parties, regardless of race, religion, national origin or sex, shall have an equal opportunity to participate in the construction, development and rental of the Project.

5.6 Landlord's Signs Upon Premises. System-wide informational graphics shall be allowed to be placed upon the Premises in locations and in size mutually agreed to by Landlord and Tenant.

5.7 Covenants for Payment of Public Charges by Tenant.

(a) Payment of Public Charges. Tenant, in addition to the Rent and all other payments due to Landlord hereunder, covenants and agrees to pay and discharge or cause to be paid and discharged (including payment by installment, if allowed), before any fine, penalty, interest or cost may be added, all real and personal property taxes, all ad valorem real property taxes, all taxes on Rent payable hereunder and under Space Leases or Subleases, public assessments and other public charges (all such taxes, public assessments and other public charges being treated as Rent hereunder and hereinafter referred to as "Public Charges") levied, assessed or imposed by any public authority against the Project, including all Improvements thereon in the same manner and to the same extent as if the same, together with all Improvements thereon, were owned in fee simple by Tenant; provided, that Tenant's obligation to pay and discharge Public Charges levied, assessed or imposed against or with respect to the Project shall not commence until the Possession Date. All such charges shall be prorated if the Possession Date and/or date of

termination of this Agreement are not at the beginning of the calendar year. Tenant shall furnish or cause to be furnished, to Landlord, official receipts of the appropriate taxing authority, or other proof satisfactory to Landlord evidencing the payment of any Public Charges.

(b) Covenant Against Tax Relief Petition; Payment in Lieu of Ad Valorem Taxation. Tenant covenants and agrees that it shall not seek (by petition to governmental authorities or legal action) to have Public Charges assessed against the Premises or Improvements reduced or abated by virtue of the fact that the Project is a “municipal project” or by virtue of the fact that fee interest in the Premises is owned by Landlord (such action by Tenant herein referred to as a “Tax Relief Petition”). If despite the foregoing covenant and prohibition and Tenant’s compliance with same, it is determined by competent authority that the Premises or Improvements are not subject to ad valorem taxes (or to a tax imposed on the Premises or Improvements in lieu of or replacing an ad valorem tax) because the Project is a “municipal project” or by virtue of the fact that the fee interest in the Premises is owned by Landlord then Tenant shall, each year during the term of this Lease, make payments to Landlord, in lieu of ad valorem taxes and as Rent, in an amount estimated to be, in the best judgment of the parties, the equivalent of what the ad valorem taxes would have been on the Premises or Improvements for such year if they had been imposed. Any dispute as to such payment in lieu of taxes shall be resolved by arbitration. Payment in lieu of ad valorem tax shall be made on the first day of April of each succeeding year. The provisions of this Section shall not apply to a reduction or elimination of the ad valorem taxes generally or uniformly applicable to all commercial property in Boca Raton, irrespective of whether such property is a “Municipal Project” or owned by Landlord.

5.8 Contesting Impositions. Tenant shall have the right to contest the amount or validity, in whole or in part, of any Public Charges, for which Tenant is or is claimed to be liable (but Tenant shall not have the right to initiate an action or petition of the nature described in (b) above and Tenant shall not have the right to contest the validity of the payments described in (b) above), by appropriate proceedings diligently conducted in good faith but only after payment of such Public Charges, provided, however, that Tenant may postpone or defer payment of such Public Charges if applicable law allows deferment and neither the Premises or Improvements would by reason of such postponement or deferment be in danger of being forfeited or lost.

Upon the termination of any such proceedings, Tenant shall pay the amount of such Public Charges or part thereof, if any, as finally determined in such proceedings, together with any costs, fees, including counsel fees, interest, penalties and any other liability in connection therewith. Landlord shall not be required to join in any proceedings referred to in this Section unless: (a) the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, or (b) the proceeding involves the assessment or attempted assessment of a real estate or ad valorem tax on the Premises, in which event Landlord shall join in such proceedings or permit the same to be brought in Landlord’s name. Landlord shall not be subjected to any liability for the payment of any fees, including counsel fees, costs and expenses in connection with such proceedings and Tenant agrees to pay such fees, including reasonable counsel fees, costs and expenses incurred by Landlord or, on demand, to make reimbursement to Landlord for such payment.

5.9 Technological Advances. Landlord and Tenant acknowledge and agree that there may be technological advances and innovations during the Term of this Lease that may affect the Intermodal Facility and modes of transportation in general. In furtherance of the foregoing, Tenant agrees to cooperate with Landlord (at no additional cost to Tenant) in furthering its goal of promoting public transportation at the Public Areas with respect to future modes of public transportation, provided Tenant's use of the Premises is not materially adversely affected.

5.10 Interference. Tenant expressly agrees, for itself, its successors and assigns, to refrain from and/or prevent any use of the Premises which would materially and adversely affect the operation of the Public Areas and/or Intermodal Facility, subject to casualty, condemnation and during reasonable periods of construction.

5.11 Quiet Enjoyment. Tenant, upon paying the Rent herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peacefully and quietly have, hold and enjoy the Premises during the Term.

SECTION 6. CONSTRUCTION BY TENANT. In connection with the contemplated construction and development of the Project, the parties agree that:

6.1 Title of Premises; Disclaimer. Pursuant to Florida Statutes Section 713.10, any and all liens or lien rights shall extend to and only to the right, title and interest of the Tenant in the Improvements and the right, title and interest of Landlord in the Premises shall not be subject to liens or claims of liens for improvements made by the Tenant, Sublessees or Space Lessees. Nothing contained in this Agreement shall be deemed or construed to constitute the consent or request of Landlord express or implied, by implication or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement of, alteration to, or repair of, the Premises or Improvements or any part thereof, nor as giving Tenant, any lender, Lessee, or Sublessee under any Lease or Sublease any right, power or authority to contract for, or permit the rendering of, any services or the furnishing of materials that would give rise to the filing of any lien, mortgage or other encumbrance against Landlord's interest in the Premises or any part thereof or against assets of Landlord, or Landlord's interest in any Rent as defined in the Lease. Notice is hereby given, and Tenant shall cause all Subleases and Space Leases and the Construction Contract Documents to provide (and shall be given by recordation of a memorandum of this Lease) that Landlord shall not be liable for any work performed or to be performed at the Premises or Improvements or any part thereof for Tenant, any lender, Lessee, or Sublessee or for any materials furnished or to be furnished to the Premises or Improvements or any part thereof for any of the foregoing, and no mechanic's, laborer's, vendor's, materialman's or other similar statutory lien for such work or materials shall be attached to or affect Landlord's interest in the Premises or any part thereof or any assets of Landlord, or Landlord's interest in any Rent.

6.2 Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

(a) Be structurally sound and safe for human occupancy, and free from any unusual hazards;

(b) Be designed for use for only those purposes permitted under Section 2.6, hereof;

(c) Provide for the applicable portions of the Public Areas to be constructed as part of the Improvements;

(d) Be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law or for any occupation which is reasonably deemed by the Landlord to be a hazard to highway or non-highway users;

(e) Comply with the Construction Plans (to the extent applicable); and

(f) Comply with the terms and provisions of this Lease, the DRI Regulations and Permitted Exceptions.

The Landlord may refuse to grant approval if the proposed Improvements will fail to meet the criteria set forth above. All Improvements shall be constructed in a good and workmanlike manner and shall be made consistent with the Construction Plans and all other relevant laws, rules and regulations affecting the Premises including the Permitted Exceptions and DRI Regulations. Landlord's approval shall not be required for the initial interior buildout or subsequent interior alterations of the space demised to Sublessees or Space Lessees.

6.3 Water & Services Capacity

Landlord will assign to Tenant Landlord's rights to utilize water and sewer capacity to service all the Improvements which may be located on the Premises and to permit Tenant to connect the water and sewer infrastructure for the Premises to the existing or future water and sewer infrastructure pertaining to the Premises with all costs for said connections to be borne by Tenant;

6.4 Easements.

(a) The parties will enter into mutually acceptable cross non-exclusive easements for such matters as vehicular and pedestrian traffic across the access drives, sidewalks and walkways, exits and entrances, and other Public Areas, and installation and connection of utility lines in connection with the utilization of the Public Areas and the right of Tenant to develop the balance of the Project adjacent to, on top of and/or underneath the Public Areas, provided that the location and form of such easements shall be acceptable to Landlord. Additionally, the parties agree that the easements to be granted by Landlord may be either easements or other use rights acceptable to the grantee(s) thereof. Notwithstanding the foregoing, Landlord shall cause water and wastewater utilities to be brought to the perimeter of the Premises at Landlord's expense. Tenant shall have a perpetual non-exclusive easement to tie into these utilities and other available utilities, subject to any declaration of reciprocal easement affecting the Parcel. All connections to the utilities shall be at the sole cost and expense of Tenant; and

(b) Copies of Easements. Landlord and Tenant shall provide each other with copies of all easements executed by either party.

(c) Public Areas Easements. The Landlord grants to Tenant, a right of ingress and egress for the passage of vehicles and pedestrians in the Public Areas.

6.5 Cross Access Easements. Tenant acknowledges that Landlord is the holder of certain easements for access to Yamato Road and Spanish River Boulevard. Tenant shall have the right to use and enjoy these easements for the benefit of the Parcel during the term of the Lease.

6.6 Parking Easement. Tenant acknowledges and agrees that the total amount of parking spaces required, for zoning purposes, for the Premises is one hundred ninety-one (191). Tenant shall enjoy the exclusive use of the following parking spaces during the operating hours for the Improvements: (i) 145 surface and garage parking spaces on the Premises, (ii) forty-six (46) parking spaces located within the LWDD Parcel, and (iii) fifty-five (55) parking spaces in the adjacent parking field located in the Northwest corner of the site on which the Phase I Improvements are constructed. In addition, Landlord shall grant to Tenant an easement across the parking area north of the bus bays located on Phase I for parking uses relative to the entire Parcel which shall be reduced to writing between the parties. The two hundred forty-six (246) parking spaces set forth above in (i), (ii), and (iii) (collectively herein referred to as "Tenant's Parking Spaces") shall be reserved for Tenant's exclusive use and enforcement during business hours. The location and number of Tenant's Parking Spaces are subject to change based upon final Governmental Approvals for the Improvements. In the event that Tenant's Parking Spaces or any other parking spaces located on the Parcel are taxed by a governmental authority, then Tenant shall be solely responsible for the payment of same, it being understood and agreed by the parties hereto that in no event shall Landlord pay any taxes incurred for the operation and use of the Parcel.

6.7 Maintenance Easement. Each party grants to the other easements across their respective portion of the Parcel for the purpose of maintenance of the other's particular portion of the Parcel so as to enable the proper maintenance of the entire Parcel which easement shall be reduced to writing between the parties.

6.8 FPL Easement. Tenant agrees to provide access to the Florida Power and Light ("FP&L") easement area through the Premises on such terms and conditions as is reasonably requested by FP&L. FP&L must have the ability to access its power lines located on the FP&L easement area and such access must be available through the Premises. As a result, Tenant acknowledges and agrees that it must submit the Construction Plans to FP&L for approval prior to commencing any construction. Tenant shall be solely responsible for obtaining approval from FP&L for the location of the easement through the Premises. Tenant shall provide notice to Landlord of any proposed meetings or negotiations with FP&L regarding the location of the easement and a copy of such easement.

6.9 Collateral Assignment; Enforcement.

(a) Tenant shall assign, as collateral security for this Lease, all of its right, title and interest in and to the Construction Plans. Duplicate sealed originals of the Construction Plans shall be delivered to and remain with Landlord within five (5) business days of obtaining same. Tenant hereby further assigns, transfers and sets over unto Landlord all of its right, title and interest in and to the Additional Collateral and all the rights and benefits therefrom as additional security for the full, timely and faithful performance of the terms of this Lease by Tenant. At the time Tenant enters into a contract with a contractor for providing services or materials pursuant to the Construction Plans, Tenant shall cause the contractor to consent to the assignment contemplated hereunder. Tenant shall pay for all costs associated with obtaining the Construction Plans and all costs incurred in connection with the Additional Collateral. At Landlord's request, Tenant shall execute a collateral assignment containing the terms contemplated herein in a form reasonably acceptable to Landlord and confirming that each contractor unconditionally agrees to continue to perform under its respective contract after Landlord exercises its rights hereunder. Tenant shall cause all contractors under each Contract to consent to this assignment on or before the issuance of a building permit for the Improvements.

Upon the occurrence of an Event of Default by Tenant, Landlord may enforce the assignment contemplated hereunder. Tenant agrees faithfully to observe and perform all of the obligations and agreements imposed upon Tenant under the Licenses and Contracts. Landlord will not be deemed in any manner to have assumed any of the Additional Collateral, nor shall Landlord be liable to Governmental Authorities or contractors by reason of any default by any party under the Licenses or Contracts. Tenant agrees to indemnify and to hold Landlord harmless of and from any and all liability, loss or damage which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Tenant's duty and obligation to perform and discharge the terms, covenants and agreements in the Licenses and Contracts. After the occurrence of Tenant's default under this Lease, Landlord may elect to exercise any and all of Landlord's rights and remedies under the Additional Collateral, without any interference or objection from Tenant, and Tenant shall cooperate in causing the contractors to comply with all the terms and conditions of the Contracts. Landlord may, at its option, take over and enjoy the benefits of the Additional Collateral, exercise Tenant's rights under the Additional Collateral, and perform all acts in the same manner and to the same extent as Tenant might do. In connection with any and all of the foregoing powers, and without limiting the same, Landlord may effect new Contracts and Licenses, cancel or surrender existing Contracts or Licenses, alter and amend the terms of and renew existing Contracts and Licenses, and make concessions to Governmental Authorities and contractors. Tenant hereby releases any and all claims which it has or might have against Landlord arising out of such performance by Landlord. All of the foregoing powers herein granted Landlord shall be liberally construed. Landlord need not expend its own funds in the exercise of such power, but if it does, such amounts shall be deemed Additional Rent due hereunder for and on behalf of Tenant secured by this Lease. Tenant shall furnish to Landlord, within five (5) business days of the full execution of same, all Contracts and Licenses. Further, Tenant shall deliver to Landlord copies of all other written agreements, correspondence and memoranda between Tenant and contractors and Governmental Authorities, in Tenant's possession setting forth the contractual and other arrangements between them. Tenant's pledge of the Additional Collateral and Landlord's exercise of any of its rights hereunder shall be subject to and subordinate to any pledge of such Additional Collateral to the lender providing construction financing for the Improvements and to any limitations contained in the Licenses or Contracts concerning their use by third parties.

6.10 Costs. It is understood and agreed that in the course of any construction undertaken by Tenant during the term of this Lease, Tenant shall be responsible for all costs associated with any removal, replacement, relocation and protection of all utilities located at the Premises, including, but not limited to, water, sewer, storm water, cable, natural gas, telephone or electric.

6.11 Comply with Applicable Law. All Improvements constructed or installed by Tenant, its agents, or contractors, shall conform to all applicable state, federal, county, and local laws, resolutions, statutes, ordinances, building codes, fire codes, and rules and regulations, as may be in effect now or at any time during the Term, all as may be amended, which are applicable to Tenant and the use and occupancy of the Premises, and the construction and operation of the Improvements and the operations and business conducted at the Premises including, specifically, but not limited to, all federal rules, requirements and guidelines applicable to transportation joint development projects such as those contained in 49 CFR 23.7; 49 CFR 27.7 and 27.9(b); and FTA MA (4) Section 3, subparagraphs (a)(1), (a)(2) and (b). A violation of any such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period, if any, shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity.

Tenant acknowledges and understands that the federal rules, guidelines and requirements governing transportation joint development projects dictate that the transit authority retain continuing control of its transit station operations. Accordingly, Tenant agrees that it shall integrate into the development of the Improvements those operational requirements as Landlord shall reasonably identify and require in order to maintain such continuing control.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by the Landlord to the application to itself of such requirements or any of them.

6.12 Consultation. If requested by the Landlord, Tenant and its architect/engineer and contractor shall meet with the Landlord in periodically scheduled meetings to assess the current status of completion.

6.13 Tenant Property. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other leasehold improvements and any additions and alterations made to the Premises (including those that are nailed, bolted, stapled, or otherwise affixed to the Premises) by Tenant, or at Tenant's direction, shall be and remain Tenant's property until the expiration or termination of this Lease, at which time, all such leasehold improvements (other than trade fixtures) as are then located on the Premises shall become Landlord's property and shall be surrendered with and remain on the Premises. Any addition, fixture or other improvement that is nailed, bolted, stapled, or otherwise affixed to the Premises is a leasehold improvement.

6.14 Encumbrances. Tenant hereby represents, warrants and covenants to the Landlord that the fee simple title to the Premises shall be at all times free and clear of all liens, claims and

encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate and/or Tenant's interest in the Improvements subject to the provisions of this Lease.

If any lien or notice of lien shall be filed against the fee simple title of the Premises created by or through Tenant (other than those created or consented to by Landlord), Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Neither Tenant, any Sublessee or any Space Lessee shall be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction and/or mechanic's lien against Landlord's estate under the provisions of Chapter 713 "Florida Statutes" as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Palm Beach County in accordance with Florida Statute 713.

6.15 As Builts. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed by Tenant, Tenant shall at its expense, provide the Landlord with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets the Landlord's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Tenant must show the square footage of each Improvement depicted in such plans. Tenant shall not be obligated to submit as-built plans and specifications for minor or non-structural alterations made subsequent to the issuance of the original Certificate of Occupancy, such as "tenant build-out" alterations and construction performed in connection with the occupancy of Space Lessees and Sublessees.

6.16 Required Governmental Approval. Tenant shall obtain any required approval from all other governmental agencies having jurisdiction over any Improvements constructed by Tenant, including but not limited to departments, divisions or, offices of the State of Florida, Palm Beach County, local governments, and the federal government.

6.17 ADA. All Improvements hereafter made to the Premises shall be in compliance with the Americans with Disability Act (42 U.S.C. Sections 1201 *et. seq.*), as same may be amended from time to time to the extent required by law.

6.18 Additional Improvements. After the Improvements are constructed, any further construction, demolition and/or reconstruction additional buildings or structures on any portion of the Premises and any material alterations, additions or changes, structural or otherwise, in and to the exterior of Improvements, must have the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed provided, however, if the size and use of the Improvements are proposed to be changed, Landlord's consent may be withheld in Landlord's sole and absolute discretion. Any part of the Improvements at any time standing upon the Premises which is demolished must be replaced with a structure equal to or greater than the value of the building which is razed and that in connection with the redevelopment of Improvements, the new Improvements shall satisfy the minimum square footage of Improvements required to be

contained within the Premises as otherwise set forth in this Lease and may require a renegotiation of the Rent. The parties hereby acknowledge that in connection with the construction of the Improvements to the Premises, that there may be disruption to a portion of the Public Areas and prior to commencing such work which adversely impacts the utilization of the Public Areas, the parties agree that the Landlord shall have the right to approve such disruption, which approval shall not be unreasonably withheld or delayed, recognizing that some disruption may be necessary in connection with the circulation areas, the bus drive lanes and a portion of the Intermodal Facility.

6.19 Landlord's Approval. In connection with Landlord's review and approval of any material change in the Concept Plan, the Preliminary Plans, the Construction Plans and any changes to the exterior of the Improvements, the Public Areas or in the use of the Improvements or the amount of density provided herein, the parties recognize that the following elements are important to the Landlord's evaluation and that any proposal that will adversely affect any of the following may be rejected by Landlord in its sole discretion: (1) protecting the public purpose, function, flow and operation of the Parcel as an intermodal transportation facility for its users; (2) increasing transit and ridership opportunities by combining the Intermodal Facility with the development of the Premises; (3) providing that the Public Areas are important considerations in connection with any deviation or modification from the Conceptual Plan; (4) completing the Improvements on time in accordance with the approved schedule; (5) the aesthetic attributes of the Improvements; (6) avoiding additional costs for Landlord; and (7) resulting in a decrease in revenue to Landlord.

6.20 Rights of Access. For the purposes of assuring compliance with this Lease, representatives of Landlord shall have the right of access to the Premises without charges or fees, at normal construction hours, during the period of construction provided that such right shall be reasonably exercised so as to minimize disruption of construction. Nothing in this Lease, however, shall be interpreted to impose an obligation upon Landlord to conduct such inspections or any liability in connection therewith.

6.21 Reports. During the construction of the Improvements, Tenant shall furnish Landlord with monthly progress reports to Landlord demonstrating compliance with the construction requirements of this Lease for the prior month, which reports may be the same ones provided to Tenant's construction lender by Tenant or its general contractor.

6.22 Construction Schedule. A summary of all the due dates for the plans, construction and Certificate of Occupancy required by the terms of this Lease are set forth in Schedule II hereto. Tenant agrees to use its best efforts to diligently pursue the construction schedule attached hereto as Schedule II and the completion of the Improvements within the timeframe set forth in said Schedule, subject to Force Majeure.

6.23 Site Work. The required site work for the Premises shall be performed at the expense of Tenant and Landlord and Tenant shall cooperate in the elevation of the Parcel and shall not remove any soil from the Parcel without first confirming with the other that the soil is not needed by the other party.

6.24 FAU Agreement. The parties acknowledge that Landlord is working on an agreement with Florida Atlantic University for a program to utilize the transportation facility within the Parcel. Tenant agrees to cooperate with Landlord with respect to consummating such agreement at no additional expense to Tenant.

6.25 Governmental Conditions. The parties understand and acknowledge that the Governmental Approval of the Construction Plan included numerous conditions for such approval. The responsibility for compliance for all such conditions shall rest with Tenant. Tenant shall take all necessary steps to complete or satisfy such conditions with reasonable diligence.

6.26 Construction of Public Areas. Tenant shall at its expense construct the Public Areas within the Premises, including, but not limited to the parking and pedestrian areas shown on the Construction Plans.

6.27 Offsite Improvement Costs. Except to the extent specifically provided to the contrary herein or in such other agreements as may be binding on Landlord, Tenant shall be obligated to and shall pay all cost of the permitting, approvals, construction and maintenance of the Offsite Improvements, as such Offsite Improvements are finally determined by Landlord and Tenant and/or as a result of the Governmental Approvals.

SECTION 7. MAINTENANCE OF PUBLIC AREAS. The maintenance, insurance, cleaning and security services for the Public Areas (including, without limitation, the parking areas, landscaping, irrigation systems, striping of the parking lots, lighting, pavers, kiosks, and signage) shall be contracted to third parties selected by Landlord and approved by Tenant, which approval shall not be unreasonably withheld or delayed so that they can be maintained in good condition and consistent with the First Class standard provided herein provided, however, that Landlord shall not be responsible for the quality of or failure of performance of such parties. Tenant shall pay Tenant's Proportionate Share of such expenses to Landlord, which shall be based, approximately, on the budget provided to Tenant by Landlord, and shall be based on maintaining the Public Areas in a First Class manner, which expenses shall be deemed Additional Rent. Prior to commencement of Construction of the Improvements, Landlord and Tenant shall agree, in writing, to a description of the Public Areas on the Parcel.

SECTION 8. INSPECTION, TITLE, JOINDERS AND GOVERNMENTAL APPROVALS.

8.1 Access for Inspection. Tenant, its agents, employees and representatives are granted access to the Premises at all times subsequent to the Effective Date with full right to: (a) inspect the Premises; (b) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Tenant, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Premises by Tenant and all costs and expenses in connection with Tenant's inspection of the Premises shall be at the sole cost of Tenant. Tenant shall remove or bond any lien of any type, which attaches to the Premises by virtue of any of Tenant's inspections. Tenant hereby indemnifies and holds Landlord harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court

costs resulting from Tenant's inspections in connection with the Premises. Notwithstanding anything contained herein to the contrary, Tenant shall not indemnify or hold the Landlord harmless with respect to and Tenant shall not be required to remove, remediate, dispose or otherwise deal with any "hazardous substance" (as hereinafter defined), samplings derived from the Premises or property containing hazardous substances which it finds in connection with its investigation of the Premises which exists on the Premises as of the Effective Date; provided that Tenant promptly ceases its inspections upon discovery of the hazardous substances. If Tenant discovers hazardous substances as a result of its inspection and Tenant fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Premises, then Tenant shall be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which Tenant releases or spills on the Premises after it discovers such hazardous substances located on the Premises and which causes additional damage to the Premises, but Tenant is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Premises.

8.2 Governmental Approval Joinder. Landlord acknowledges that Tenant intends to develop the Premises pursuant to a plan of development containing the Improvements and that in connection therewith, it will be necessary for Tenant to apply to governmental and quasi-governmental authorities in an effort to obtain all final Governmental Approvals in connection with the development and construction of the Improvements. Landlord agrees to cooperate with Tenant in seeking the Governmental Approvals for the Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the Governmental Approvals; provided, Landlord shall have no liability for performance or financial obligation under such Governmental Approvals, unless specifically agreed to, in a separate agreement prepared solely to evidence such agreement and shall not be required thereto to expend any sums in connection with such assistance (other than its internal review costs). Landlord's joinder in such applications and other documentation may be conditioned upon Tenant's agreement to perform any Landlord's obligations thereunder, which Landlord agrees, in writing, to include which agreement on the part of Tenant shall survive the expiration or earlier termination of this Lease until such time as the obligations required by such documents are satisfied or released. If any such documents in which Landlord's joinder is requested contain material financial obligations binding (or which may become binding) upon Landlord. Tenant shall provide further assurances in a form and substance reasonably acceptable to Landlord in order to secure such material financial obligations. The provisions of this sub-section shall be a Surviving Obligation which shall survive termination of this Lease.

SECTION 9. CONSTRUCTION CONTRACTS, BONDS, INDEMNIFICATION, AND INSURANCE REQUIREMENTS FOR CONTRACTORS

9.1 Payment and Performance Bond. Tenant agrees that before commencing any work or construction on the Premises, Tenant shall require the contractor performing such work to maintain, at all times, a valid payment and performance bond in form content and with a surety approved by Landlord, which shall be in an amount not less than the amount covering the full amount of the work then being performed with Landlord as named beneficiary thereof. Such bond shall be issued by a surety company of recognized standing authorized to do business in the

State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. Further, such surety company must have at least an "A" minimum rating in the latest revision of Best Insurance Reports (or similar financial standing to the extent Best no longer publishes such rating system). Each bond shall be in form acceptable to Landlord assuring payment to Landlord if payment of any work on or cost of construction of the Improvements is not paid, and such bond shall be in compliance with any applicable laws, rules and regulations. The bond shall name the contractor as obligor and Landlord and Tenant collectively as beneficiary. Tenant shall assign to Landlord any performance bonds and such assignment shall be duly executed and acknowledged by Tenant and by its terms be effective upon any termination of this Lease or upon Landlord's reentry upon the Premises following Tenant's Event of Default prior to the completion of construction of the Improvements. Such assignment shall also include the benefit of all payments made on account of any construction contracts with any contractors or subcontractors, including payments made prior to the effective date of such assignment.

9.2 Contractor Indemnity. Any general contractor performing the work shall execute an indemnity agreement, which shall indemnify and hold Landlord harmless for any and all loss, damage, cost, or expense, including, but not limited to, attorneys' fees and court costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

Prior to the general contractor constructing the Improvements upon the Premises, such contractor shall provide a certification to Landlord that such contractor shall not use asbestos containing building materials in the construction of the Improvements. Such contractor shall provide a certification to Landlord that the contractor will not use lead-containing products in pipes in the construction of the Improvements.

9.3 Comprehensive General Liability Insurance. The general contractor constructing any Improvements shall provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

9.4 Insurance Requirements for Construction Contracts.

(a) Tenant agrees to include the following insurance language in any agreement it enters into with any contractor(s) performing work for Tenant and Tenant further agrees to provide to Landlord, prior to commencement of the Improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of contractor, contractor or Tenant shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein:

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws;

B. Comprehensive General Liability as provided in Section 9(c) above;

C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability;

(ii) Landlord is to be expressly included as an "Additional Insured" as its interest may appear;

(iii) The Lake Worth Drainage District as to the LWDD Parcel and Boca Village, LLC, as to the overflow parking parcel, and their successors and/or assigns shall be included as "Additional Insureds" under the referenced insurance policies as required.

(iv) With respect to construction contracts having a cost in excess of \$500,000, Tenant agrees to provide Landlord prior to commencement of Improvements with respect to such construction contract, certificates of insurance evidencing that such contractor has obtained Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Landlord as a named insured, with a deductible of not more than One Hundred Thousand Dollars (\$100,000) for each claim.

(v) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to the Landlord thirty (30) calendar days prior to the previous certification's expiration.

(vi) The policy(ies) must be endorsed to provide Landlord with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

(b) With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than ten (10) calendar days prior to commencement of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name the types of coverage provided, but also shall refer specifically to this Lease with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Lease. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Landlord, and must be endorsed to provide the same.

9.5 Requirements of this Section. The foregoing requirements set forth in this Section shall be obligations of Tenant to obtain and maintain (even though obtained from contractors) during the term of this Lease the construction of the Improvements.

SECTION 10. OBLIGATIONS OF THE TENANT

10.1 Rules and Regulations. Tenant covenants and agrees to observe and obey, and to require its Space Lessees and Sublessees to observe and obey such rules and regulations of the Landlord (including amendments and supplements thereto) as may from time to time be promulgated as to the Public Area portion of the Premises provided that such rules and regulations shall (i) be of general applicability to all members of the public utilizing such Public Areas; (ii) not be discriminatorily applied to Tenant, its Space Lessees and Sublessees; and (iii) not be inconsistent with the rights of Tenant (and its Space Lessees and Sublessees) to utilize the balance of the Premises in a manner which does not interfere with the reasonable operation of the Public Areas. The parties recognize that Tenant may establish reasonable rules and regulations for the portions of the Premises (including the Public Areas) and Landlord and any invitees of Landlord shall observe and obey such rules and regulations of Tenant (including amendments and supplements thereto) as may from time to time be promulgated with regard to the portions of the Premises (including the Public Areas); provided that such rules and regulations shall not be inconsistent with the rights of Landlord and members of the public to utilize the Public Areas and the rules and regulations applicable to the Public Areas shall be subject to Landlord's approval, which approval shall not be unreasonably withheld or delayed.

10.2 Operation. Tenant and all Space Lessees and Sublessees shall conduct their operations hereunder in a commercially reasonable manner.

10.3 Garbage. Tenant and all Sublessees and Space Lessees shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the occupancy of the Premises or out of any operations conducted thereon in accordance with applicable law. Any of such as may be temporarily stored in the open, shall be kept in suitable garbage and waste receptacles. When removing such waste, Tenant shall comply with all laws, ordinances, rules, regulations and procedures of all applicable governmental authorities. Landlord recognizes that during construction reasonable deviations from this Paragraph will be required consistent with similar construction practices in Palm Beach County, Florida.

10.4 Waste. Tenant and all Sublessees and Space Lessees shall commit no legal nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such material nuisance, waste or legal injury on the Premises.

10.5 Noise and Odor. Tenant and all Sublessees and Space Lessees shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors or noise which would constitute a legal nuisance; provided, however, that fumes or noise resulting from the normal operations of vehicles or normal business operation shall be excepted from this provision, unless same constitutes a legal nuisance or is otherwise prohibited by applicable law.

10.6 Interference with Public Areas. Tenant and all Sublessees and Space Lessees shall not do or permit to be done anything which may unreasonably interfere in any material

respect with the effectiveness or accessibility of the Public Areas and related utilities systems installed or located on or about the Premises which are required to serve the Public Areas.

10.7 Derelict Vehicles. Neither Tenant nor any Sublessee or Space Lessees shall cause or allow the temporary or permanent storage on the Premises of any derelict vehicle. A derelict vehicle is defined as a vehicle designed for use on the roadways that does not display a current state license tag or is not capable of operating on said roadways. Derelict vehicles shall be removed from the Premises to the extent permitted by applicable law within a reasonable period of time.

SECTION 11. COMPLIANCE WITH GOVERNMENTAL PROCEDURES

11.1 Comply with Governmental Requirements. Tenant shall timely comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including South Florida Regional Transportation Authority rules and regulations (of general applicability) and the Americans with Disability Act and the DRI Regulations as may be in effect now or at any time during the Term of this Lease, all as may be amended, which are applicable to Tenant, the Premises or the operations conducted at the Premises. A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Lease, and in such event Landlord shall be entitled to exercise all rights and remedies hereunder and at law and in equity.

The obligation of Tenant to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by the Landlord to the application to itself of such requirements or any of them.

11.2 Entry. Tenant agrees (a) to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Premises or the operations at the Premises, and (b) to provide Landlord and its agents and employees reasonable entry, inspection and testing to the Premises, upon reasonable advance notice during business hours. This right of entry, inspection and testing shall impose no duty on the Landlord to take any such action and shall impart no liability on the Landlord should it not take any such action.

SECTION 12. MAINTENANCE AND REPAIR. Subject to the provisions of Section 7, Tenant shall throughout the Term pay for and assume the entire responsibility and shall relieve the Landlord from all responsibility and obligations to pay for all repair, maintenance, replacements and capital improvements whatsoever of the Improvements (which shall include, without limitation, all buildings and improvements thereon, whether such repair, maintenance, replacements or capital improvements be ordinary or extraordinary, structural or otherwise.

Tenant shall be required to keep all Improvements in good, tenantable, useable and First Class condition and quality and of the level to preserve the Premises in good order and First Class condition throughout the Term of this Lease (subject to casualty, condemnation and the

other provisions of this Lease with regard to development and the redevelopment of the Premises). Without limiting the generality thereof, Tenant shall:

(1) Keep the non-Public Premises at all times in a clean and orderly condition and appearance;

(2) Provide and maintain all lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority. In this regard, Tenant acknowledges that Tenant shall operate a First Class office and retail building. As such, Tenant expects Landlord to cause the Public Areas and all other portions of the Parcel, other than the non-Public Premises which shall be maintained and repaired by Tenant, to be maintained and repaired consistent with that of a First Class office and retail building. Should Landlord fail to so maintain or repair, and such failure continues for a period of ten (10) days following written notice to Landlord, unless diligently pursuing a remedy to same, Tenant shall be entitled to perform the same and to charge Landlord the cost thereof. Such reimbursement by Landlord shall be due and payable within ten (10) days of receipt by Landlord of an invoice from Tenant;

(3) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all non-Public portions of the Premises not paved or built upon to the extent required to avoid material erosion of the Premises;

(4) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises; and

(5) Provide commercially reasonable security for the non-Public areas of the Premises and the Improvements located on the Premises and all portions thereof for the purposes of protecting persons all guests, invitees or other persons who cross, visit, are guests or invitees or employed by tenants therein in a manner and at the level necessary to protect such persons and property to the levels expected of First Class facilities and premises. Tenant is not a guarantor of security and there are no third party beneficiaries of the obligations of this paragraph. Tenant will seek to insure any risks and obligations provided by this paragraph to the extent normally required in commercial office and retail complexes.

SECTION 13. INSURANCE REQUIREMENTS - TENANT.

13.1 Casualty Insurance. Tenant shall, during the Term of this Lease, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, all Improvements, including all buildings, structures, fixtures and attached equipment on the Premises against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed One Hundred Thousand Dollars (\$100,000).

Damage caused by such perils and hazards as may now or in the future be included under any Boiler and Machinery policy filed with and approved by the Insurance Commissioner of the

State of Florida, or if there be no such policy so filed, then reasonable coverage against perils and hazards occasioned by the existence and operation of such boilers, provided that Tenant shall be required to maintain such insurance only with respect to such buildings and structures in which boilers are installed.

13.2 Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Two Million Dollars (\$2,000,000) per occurrence, combined single limit. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Premises and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

13.3 Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

13.4 Environmental Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per claim, subject to a maximum deductible of Fifty Thousand Dollars (\$50,000) per claim with respect to environmental contamination occurring from and after the Effective Date (i.e., excludes known and unknown pre-existing conditions as of the Effective Date). Such policy shall include a Two Million Dollar (\$2,000,000) annual policy aggregate naming Landlord as an additional named insured as its interest may appear.

13.5 Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000) each accident.

13.6 Rental Loss (Business Interruption) Insurance in an amount equal to twelve (12) months of not less than one hundred percent (100%) of the then applicable Base Rent, taxes, insurance and utility charges.

13.7 Certificates. Tenant shall furnish to the Landlord, certificates of insurance or endorsements evidencing the insurance coverages specified by this Article on or prior to the Effective Date of this Lease provided the coverage set forth in Section 13(a) and (f) shall not be required until obtaining the CO for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of insurance and renewals thereof shall be written by companies which have at least an "A" minimum rating in the latest version of Best Insurance Reports insuring the Landlord and Tenant as their interest may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant, Sublessee, Leasehold Mortgagee(s), Subleasehold Mortgagees, and Landlord (as their interest may appear), except as otherwise provided in Section 14 hereof. Tenant is not permitted to self-insure but may maintain commercially reasonable deductibles.

13.8 Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the term of this Lease and until all performance required hereunder is completed. All policies must be endorsed to provide Landlord and Lender with at least thirty (30) calendar days' notice of cancellation, non-renewal and/or restriction. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

13.9 Deficiencies. When such policies or certificates have been delivered by Tenant or Landlord as aforesaid and at anytime thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have fifteen (15) calendar days to cure such defect to the extent required pursuant to this Lease. If Tenant fails to submit the required insurance certificate in the manner prescribed within such time period, Tenant shall be in default of this Lease. Under such circumstances, Tenant may be subject to debarment and suspension procedures, Section 30C-2.009 of the SERTA Procurement Code.

13.10 Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) to determine whether the coverage provided is still sufficient to protect Landlord's interest, provided such coverages shall not exceed the amount of coverage required at the time of said review by First Class projects. If coverage is determined to be inadequate, under said standard, Tenant shall agree to adjust same.

13.11 Service of Process. The insurance shall be written by companies authorized to transact business in the State of Florida and having agents upon whom service of process may be made in the State of Florida or an eligible surplus lines insurer in good standing with the Florida Insurance Commissioner's Office.

13.12 Continued Obligations. Compliance with the foregoing requirements shall not relieve Tenant of its liability and obligations under any other provision of this Lease.

SECTION 14. DAMAGE TO OR DESTRUCTION OF PREMISES

14.1 Removal of Debris. If Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause a Sublessee or Space Lessee to promptly remove, all debris resulting from such damage from the Premises, and Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds thereof shall be paid to Tenant for such purpose.

14.2 Minor Damage. Improvements located on the Premises or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered untenable or unusable, then there shall be no abatement of Rent and the Premises shall be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the

construction plans approved by Landlord, by and at the expense of Tenant and, if such damage is covered by Tenant's insurance, the proceeds thereof shall be made available to Tenant, or its mortgagee (as applicable) for that purpose.

14.3 Major Damage to or Destruction of the Premises. If Improvements located on the Premises or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Premises untenable or unusable, subject to the rights of any affected mortgagee, then, Tenant shall make the necessary repairs or replacements for the restoration thereof to provide for a comparable amount of square footage to that which was damaged generally in accordance with the Construction Plans approved by Landlord (to the extent required) and it shall do so as soon as possible but not less than six (6) months of the date of such damage and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted and paid to Tenant (or mortgagee as applicable). In the event that less than an entire building located upon the Premises becomes untenable or unusable, then Tenant shall, within a reasonable period of time after such damage or destruction, either (x) repair such damaged portion of the building or (y) the provisions of Section 14(a) shall be applicable, subject to Tenant's obligation to rebuild or repair a comparable amount of square footage to any damaged area as soon as possible but not less than six (6) months of the date of such damage. Rent shall equitably abate from the date of such casualty until the lesser of six (6) months or the date such portion of the Premises have been restored to a usable condition. Such abatement shall be made pursuant to the provisions of Section 27 hereof.

In the event that Tenant elects not to promptly make such repairs and replacements (subject to the obligation to repay or rebuild a comparable amount of square footage to any damage area within six (6) months of the date of such damage), the proceeds of insurance applicable to the damage or destruction (other than the proceeds applicable to debris removal) shall be paid to Landlord subject to Landlord's obligation to rebuild the damaged Improvements as aforesaid. The foregoing shall be subject to the rights of Tenant's Sublessees and its or their mortgagees.

To the extent Landlord is entitled to approve the Construction Plans with respect to the initial construction thereof, such restoration work shall be made pursuant to plans and specifications that have received the prior approval of Landlord and all such work shall comply with the terms and provisions of this Lease.

In the event during the last three (3) Lease Years of the Term of this Lease, any Improvements are damaged or destroyed by fire or casualty, then Tenant shall have the option to be exercised within ninety (90) days of such event to: (a) commence to repair or restore the Improvements as above provided, or (b) terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of the date of such casualty. Such notice shall be accompanied by a notice to Landlord of the amount of the outstanding principal balance plus all accrued interest on the mortgages affecting such Premises (including the Improvements thereon). If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender the Premises to Landlord immediately pay for the demolition and debris removal of all Improvements (unless there are sufficient proceeds from the insurance to pay same and all payments to Mortgagee, in which case Tenant shall assign to Landlord (or if same has already been received by Tenant, pay

to Landlord) all of its right, title and interest in all of the proceeds of Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagee(s), as applicable.

SECTION 15. CONDEMNATION/TRANSFER OF PROPERTY FOR OTHER PUBLIC PURPOSES.

15.1 General. There may come a time when Landlord or another governmental or quasi-governmental authority desires to utilize or acquire all or part of the Premises for a public purpose, either permanently or temporarily. In that event, Landlord reserves the right to determine that such public purpose is appropriate, to determine the area of such Improvements to and the Leasehold estate in the Premises which is appropriate (including the leasehold estate in such Premises), and to transfer the use or title to such authority, subject to Tenant's right to contest any such taking and the appropriateness of any such taking. To that end, the following provisions are designed to give the Landlord this discretion, but at the same time reserve to Tenant the ability to obtain fair compensation for the impact of the transfer upon Tenant's interests, and reserve Tenant's right to contest any such taking and the appropriateness of any such taking.

15.2 Rights and Obligations Related to Transfer of Property for Other Public Purposes. Landlord shall not be obligated to raise any defense to any proposed acquisition or use of the Premises by any governmental or quasi-governmental authority. Landlord's only obligation with respect to such acquisition shall be to reserve Tenant's rights to obtain compensation. In the event that Tenant and the governmental or quasi-governmental authority cannot come to agreement as to compensation, an eminent domain suit shall be filed with respect to Tenant's interest by the governmental or quasi-governmental authority so as to provide a forum for the resolution of the compensation issues in accordance with the ensuing terms.

15.3 Total - Permanent. If at any time during the Term of this Lease, the entire Premises or, as determined among the parties, such a substantial portion thereof, as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease shall be taken by transfer or exercise of eminent domain power by any competent authority, this Lease shall terminate upon the date that possession is surrendered to the condemning authority, at which time Rent and other charges shall be apportioned, except that this provision shall not release the parties from any liability or claims arising prior to the date of such termination nor other obligation in this Lease that expressly survives termination of this Lease. Tenant shall first receive Tenant's interest in the value of its leasehold interest and the value of the Improvements, subject to the rights of any Sublessee and/or any Leasehold or Subleasehold, or any other valid claims allowable by law, but in no event shall such amount exceed the compensation award from the condemning authority. Thereafter, Landlord shall be entitled to the balance of the condemnation award (i.e. the interest in the fee and the reversionary interest in the Improvements).

15.4 Partial - Permanent. In the event of a partial permanent taking by transfer or exercise of eminent domain power that does not result in a termination of this Lease, then Tenant shall receive an equitable reduction in Base Rent based upon the impact of such taking. Tenant and Landlord shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Sublessee and/or Leasehold

Mortgagee, or any other valid claims, provided that the first proceeds received by Tenant (after payment of its lenders) shall be applied to any Base Rent reduction by Landlord under this Subsection 15(d).

15.5 Total - Temporary. If the whole of the Premises, or such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease, shall be taken by transfer or exercise of eminent domain for a period of one (1) year or more, then, at the option of Tenant, upon written notice to Landlord, this Lease shall terminate upon the date possession is surrendered to the condemning authority. Landlord shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. After first paying such amounts as may be due any Sublessee, and/or any Leasehold Mortgagee, or for any other valid claims, Tenant shall be entitled to such compensation from the condemning authority as may be allowable in accordance with applicable law. If Tenant does not elect to terminate this Lease, or if the whole or a substantial portion of the Premises is taken for less than one (1) year, the Rent shall be tolled (subject to any percentage sum or past due Rent which may be due at the time of such taking) during the period of such taking, providing Tenant is receiving no revenue from the Premises during this period. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Sublessee, and/or Leasehold Mortgagee, provided that the first proceeds received by Tenant (after payment of such lenders) shall be applied to any tolled Rent to the extent not paid.

15.6 Partial - Temporary. If a portion of the Premises that is less than such portion thereof as would render the balance of the Premises not suitable for the intended public and private uses enumerated in this Lease as aforesaid is taken by transfer or exercise of eminent domain for a period of one (1) year or more, then Tenant, at its election, shall be entitled to an equitable abatement of Base Rent based upon the impact of such taking, during said period. At such time as the right to possession is restored to Tenant, Tenant shall thereafter pay one hundred percent (100%) of the scheduled Rent. Landlord and Tenant shall be entitled to such compensation from the condemning authority as may be allowed under applicable law, subject to the rights of any Sublessee and any Leasehold Mortgagee.

15.7 Condemnation Dispute Resolution. Should Landlord and Tenant be unable to agree as to the division of any singular award or amount of any reduction of Rent or other charges, such dispute shall be submitted for resolution to the court exercising jurisdiction of the condemnation proceeds, each party bearing its respective attorneys' fees and costs for such determination. For purposes of this Section 15, property conveyed in lieu of any taking or condemnation shall be deemed taken by the governmental entity pursuant to a condemnation.

SECTION 16. INDEMNITY

Tenant, subject to the terms of this Lease, hereby indemnifies, holds harmless and defends Landlord and their respective administrators, officers, officials, directors and employees ("Landlord Releasees") against any and all claims, losses, liabilities, and expenditures of any kind, including reasonable attorneys' fees and costs at both the trial and appellate levels, court costs, and expenses, caused by negligent act or omission of Tenant, its employees, Sublessees, Space Lessees, guests, contractors, subcontractors, consultants, agents, servants, or officers, or

accruing, resulting from, or related to the development or construction of the Improvements and the use and/or occupancy of the Premises or breach of Tenant's obligations under this Lease including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

Tenant further agrees to pay all fees, costs and expenses in defending against any claims made against Landlord and Landlord Releases with counsel reasonably acceptable to Landlord in connection with this Lease, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by Landlord. In connection with any defense by Tenant, Landlord shall have the right to consent to any settlement of same, provided that such consent shall not be unreasonably withheld. Tenant and Landlord shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

The provisions of this Section shall survive the expiration or earlier termination of this Lease until the expiration of any applicable statute of limitations for any such claim, demand, cause of action or proceeding of any kind.

SECTION 17. RIGHTS OF ENTRY RESERVED

17.1 Access. Landlord, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times and upon reasonable advance notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises.

During the last Lease Year period preceding the termination of this Lease, Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) signs advertising the lease, sale or other disposition of the Premises, which signs Tenant shall permit to remain without molestation.

17.2 Maintenance. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations thereto as may, in the reasonable opinion of Landlord, be deemed necessary or advisable and from time to time to maintain such systems or parts thereof and in connection with such maintenance.

17.3 Minimum Disruption. Landlord agrees and shall take such action as reasonably necessary to minimize any disruption caused in connection with Landlord activities upon the Premises and in the exercise of such rights of access, repair, alteration or construction, Landlord shall not unreasonably interfere with the actual use and occupancy of the Premises by Tenant or its Sublessees, Sub-Sublessees or their respective invitees.

17.4 No Eviction. The exercise of any or all of the foregoing rights by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of rental nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

17.5 Police Powers. Nothing herein contained shall be deemed to in any way limit Landlord in the exercise of its police and regulatory powers or its powers of eminent domain.

SECTION 18. SALE; ASSIGNMENT; SUBLEASE AND MORTGAGING

18.1 Assignment. Provided Tenant is not otherwise in default under this Lease at the time of such Assignment (unless such default is cured simultaneously with such Assignment), Tenant may, but only after a Certificate of Occupancy has been issued for the Improvements, directly or indirectly sell, assign or transfer (all of the foregoing being deemed as an "Assignment") all of its interest in the Premises and the Improvements, with the prior written consent of Landlord (which shall be granted or withheld based on the factors listed below), provided that no such Assignment shall be deemed valid or binding upon Landlord, and the assigning Tenant shall not be released from its obligations hereunder, until there shall have been delivered to Landlord a true copy of the instrument in a form and substance reasonably acceptable to Landlord in all respects effecting such Assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of this Lease on Tenant's part to be performed. Any Assignment of the leasehold interest created hereby shall require the prior written consent of Landlord, which consent shall be granted if the factors to be evaluated by Landlord as set forth below are met. After the aforesaid instrument has been delivered to Landlord and Landlord has consented to such Assignment then upon such assignee assuming the obligations of this Lease for all obligations arising from and after the date of such assumption, the assigning party shall be released of all further obligations under this Lease for the period from and after the date of such assumption. For purposes of this Section, an "Assignment" will include: (i) any transfer of the Lease by merger, consolidation or liquidation, or by operation of law, or (ii) if Tenant is a corporation, any change (other than to Affiliates of existing shareholders or partners of Tenant) in ownership, or (iii) if Tenant is a limited or a general partnership or joint venture, or a limited liability company, any transfer of an interest in the partnership or joint venture (other than to an existing partner or any Affiliates of existing partners).

The factors upon which Landlord shall base its decision on whether to grant consent under this Section (to the extent such consent is required) are: (i) whether the proposed assignee meets standards of creditworthiness and financial resources, responsibility and reputation as originally expected of the prior Tenant, (ii) whether the proposed assignee has the ability to perform the obligations under the Lease, (iii) whether the proposed assignee has (or will hire persons with) prior related business experience for operating and/or owning property with uses similar to those contemplated for the Premises, (iv) whether the Premises will be used only for the purposes permitted by this Lease (if not, consent shall be denied), (v) whether the proposed assignee is a felon or has a reputation for violating the law, and (vi) whether the proposed tenant

has defaulted under any agreement with any public or quasi-public body within the United States. This Section shall apply to each subsequent Assignment of Tenant's interest.

The foregoing restrictions on Assignment shall not apply to any assignment as collateral of (i) Tenant's leasehold interest pursuant to the granting of a mortgage held by a Leasehold Mortgagee as permitted hereunder on any such interest or the foreclosure of a mortgage encumbering said interest or assignment in lieu thereof, which Assignments shall not require the consent of Landlord, or (ii) the pledge of partnership or stock interest in Tenant or its partners.

No partial Assignments of this Lease are permitted by Tenant.

Any Assignment shall require a determination as to whether Transaction Rent is due to Landlord.

Landlord shall have the right to transfer, assign, mortgage, encumber, pledge and convey, in whole or in part, any or all of its right, title and interest to the Parcel, this Lease and/or the Premises, provided such transferee or assignee shall be bound by the terms, covenants and agreements herein contained, and such transferee shall expressly assume and agree to perform the covenants and agreements of Landlord herein contained.

18.2 Subletting. Provided Tenant is not otherwise in default under this Lease at time of Sublease, Tenant may sublet portions of the Premises and the Improvements, or grant licenses or concessions there without the consent of Landlord to Space Lessees. Provided the terms and provisions of this Section 18.2 are met, Landlord shall not require Tenant to obtain Landlord's consent before execution of a Sublease, Tenant shall provide to Landlord, from time to time, the form of Sublease agreement that Tenant will require any Sublessees to execute. Each Sublease shall contain a self operative provision that: (i) the Sublease is subject and subordinate to this Lease and any amendments, modifications and extensions thereof, including, but not limited to, all use restrictions, subject to the terms of any non-disturbance agreement between Landlord and such Sublessee (as applicable), and (ii) that the Sublessee, as applicable, consents to the collateral assignment of the Subleases to Landlord, as more particularly described below. Each Sublease shall include the following provisions: (i) Tenant shall be required to collect a security deposit in an amount equal to a minimum of one (1) month's rent due under the Sublease, respectively, and (ii) a representation that Tenant will not collect any rent for more than thirty (30) days in advance. Within three (3) business days of full execution of any such Sublease, Tenant shall provide Landlord with a copy of the Sublease, together with a statement identifying which bank and the branch thereof and the account number the security deposit due thereunder is being held. Tenant shall promptly provide Landlord with written notice in any change in the security deposits or other security being held under each Sublease. In connection with any Sublease, Tenant shall notify Landlord if the party leasing a portion of the Premises is an Affiliate of Tenant.

No Sublease shall relieve Tenant from liability for any of its obligations hereunder, and in the event of any such Sublease or Space Lease, Tenant shall continue to remain primarily liable for and continue to make payments for the payments required to be made pursuant to this Lease and for the performance and observance of the other agreements on its part herein contained.

Provided the Sublessee is not otherwise in default under the applicable Sublease at such time and if Tenant (or sublessor) has so agreed under the terms of the Sublease, a Sublessee may sell, convey or assign its interest in the Sublease, provided that no such sale, transfer or assignment shall be deemed valid or binding upon Landlord until there shall have been delivered to Landlord a true copy of the instrument (in a form and substance reasonably acceptable to Landlord in all respects) effecting such sale, transfer or assignment, together with the address of each assignee therein named, and an original counterpart of an agreement in which each such assignee assumes and agrees to perform all the terms, covenants and conditions of the Sublease on the Sublessee's part to be performed. Provided there be no default under the Sublease at the time of such sale, conveyance or assignment (under the default is cured contemporaneously with such transfer), the assignor shall, upon compliance with the other requirements of this Section, be released and discharged from all obligations thereafter arising or accruing under the Sublease. This Section shall apply to each subsequent sale, transfer or assignment of the Sublessee's interest.

Tenant hereby collectively assigns unto Landlord, its successors and assigns, all the rights, interest and privileges, which Tenant, as sublessor, has and may have in the Subleases now existing or hereafter made and affecting the Premises or any part thereof, as such Subleases may have been, or may from time to time be hereafter, modified, extended and renewed, with all deposits, rents, income and profits due and becoming due therefrom, and (b) which Tenant has and may have by virtue of any guaranty or surety agreement with respect to the tenants' obligations under any of such Subleases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and extended. Tenant shall, upon the request of Landlord, execute more specific assignments (in a form reasonably acceptable to Landlord) of any future Subleases affecting any part of the Premises and assignments of any guaranties or surety agreements made in connection therewith. While Tenant is not in default of this Lease, Tenant shall be permitted to exercise all rights under and enjoy the benefits of the Subleases, provided, however, in an Event of Default by Tenant has occurred and is continuing, then at Landlord's election, this assignment to Landlord shall become effective and Tenant shall surrender all Subleases and Sub-subleases affecting the Premises together with all security deposits or other security being held thereunder.

18.3 Recognition of Sublease. At Tenant's or a qualifying Sublessee's written request, Landlord, from time to time, will execute and deliver, in the form attached hereto as **EXHIBIT C**, a separate Non-Disturbance Agreement with each Sublessee named in such request, provided such Sublease: (i) provides for an initial term of ten (10) years or more and an annual rental in excess of at least one hundred percent (100%) of the "Pro Rata Qualifying Rent" (as hereinafter defined) for that Sublease, (ii) contemplates improvements of no less than 5,000 square feet (as to a Sublease), (iii) is bona fide and is not an Affiliate of Tenant, (iv) meets the criteria of subparagraph (b) above, (v) is in the form consistent with **EXHIBIT C** attached hereto and made a part hereof or such other form as Tenant may prepare provided such modification shall be reasonably acceptable to Landlord, and (vi) has a term not in excess of the remainder of the Term of this Lease, which Non-Disturbance Agreement will provide that Landlord will not terminate such Sublease or the leasehold estate created thereunder nor disturb such Sublessee's possession and rights thereunder upon any termination of this Lease, and upon any such termination as to a Sublease with Tenant shall thereafter recognize the Sublease as a direct lease between Landlord and Sublessee as to the Sublease unless such Sublessee shall then be in default under its Sublease

and the time to cure such default available to said Sublessee or any mortgagees of said Sublessee shall have expired; provided that in such agreement the Sublessee shall agree to attorn to Landlord in case of any termination of this Lease, and, if applicable, the termination of the Sublease. The Sublessee under any Sublease which does not meet the foregoing criteria may also be entitled to a Non-Disturbance Agreement, provided that said Sublease receives the approval of Landlord, which approval may be withheld by Landlord in its sole discretion. In the event that a Sublease is submitted to Landlord for which Tenant and/or the Sublessee is requesting a Non-Disturbance Agreement, then prior to the Landlord being required to execute such Non-Disturbance Agreement, Tenant shall provide a certification to the Landlord certifying that the provisions of Sections 18.2 and 18.3 have been satisfied.

The Pro Rata Qualifying Rent for a Sublease shall be the aggregate of (i) the total annual gross Base Rent due under this Lease during the term of the Sublease multiplied by a fraction, the numerator of which is the amount of useable square footage (as defined by B.O.M.A.) (or equivalent) constituting the Subleased Premises demised under such Sublease and the denominator of which is the useable square footage (as defined by B.O.M.A.) in the Premises divided by the term of the Sublease.

18.4 Leasehold Mortgage. Provided there is no continuing Event of Default by Tenant under this Lease at such time (unless such Event of Default is cured contemporaneously with the execution of the Leasehold Mortgage), Tenant shall have the right to mortgage, assign, pledge or hypothecate its interest in this Lease as security for an obligation (“Leasehold Mortgage”) provided that any such assignment, pledge, mortgage or hypothecation shall be subject to the provisions of this Lease and under no circumstances shall the fee ownership of Landlord of the Parcel be subordinated to such Leasehold Mortgage. If Tenant shall have executed and delivered a Leasehold Mortgage and the Leasehold Mortgagee shall have notified Landlord to such effect giving its name and address:

(a) Landlord shall, in the manner provided for herein for the giving of notices, give notice to such Leasehold Mortgagee, at the same time, of each notice of default given to Tenant under this Lease, together with a copy thereof.

(b) Such Leasehold Mortgagee shall have the right, for a period of thirty (30) days more than is given to Tenant, to remedy or cause to be remedied any default which is the basis of a notice and Landlord shall accept performance by such Leasehold Mortgagee as performance by Tenant.

(c) In case of default by Tenant under this Lease, other than a default in the payment of money or a default susceptible of being cured by the payment of a sum of money, Landlord shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving to such Leasehold Mortgagee prior written notice and a reasonable time, within which either:

(i) to obtain possession of the Premises and the Improvements (including possession by a receiver) and to cure such default in the case of a default which is within the power of such Leasehold Mortgagee to cure when such Leasehold Mortgagee has

either obtained possession of the Premises and the Improvements or has the right and ability to cure same (acting reasonably); or

(ii) to institute and complete foreclosure proceedings or otherwise acquire Tenant's leasehold estate under this Lease in the case of a default which is not within the power of such Leasehold Mortgagee to cure upon obtaining possession.

The provisions of this Section 18.4 are conditioned on the following:

If the Leasehold Mortgagee is an Institution and within the thirty (30) day period referred to in Section 18.4(b), it shall: (i) notify Landlord of its election to proceed with due diligence promptly to acquire possession of the Premises and the Improvements or to foreclose the Leasehold Mortgage or otherwise to extinguish Tenant's interest in this Lease; and (ii) deliver to Landlord an instrument in writing duly executed and acknowledged wherein the holder of the Leasehold Mortgage agrees that (x) during the period that such holder shall be in possession of the Premises and the Improvements and/or during the pendency of any such foreclosure or other proceedings (which shall be prosecuted diligently) and until the interest of Tenant in this Lease shall terminate, as the case may be, it will pay or cause to be paid to Landlord all sums then due (including past due) and from time to time becoming due under this Lease, including, but not limited to, Base Rent, Participation Rent or any item of Additional Rent; and (y) if delivery of possession of the Premises and the Improvements shall be made to such Institutional holder (or to its nominee), whether voluntarily or pursuant to any foreclosure or other proceedings or otherwise, such holder shall, promptly following such delivery of possession, perform or cause such nominee to perform, as the case may be, all the covenants and agreements herein contained on Tenant's part to be performed to the extent that Tenant shall have failed to perform the same to the date of delivery of possession, as aforesaid, except such covenants and agreements which are not within the power of such holder or such nominee to perform. If the Leasehold Mortgagee is not an Institution (or to its nominee) and it elects to exercise the rights granted under this Section 18.4, such Mortgagee shall deliver to Landlord within such thirty (30) day period referred to in Section 18.4(b), security sufficient, in Landlord's reasonable opinion, to assure curing of such defaults. Upon such extinguishment of Tenant's interest in this Lease and such performance by such holder or such nominee, or by any purchaser of this Lease pursuant to any foreclosure proceeding, Landlord's right to serve a notice of election to end the term of this Lease based upon any default which is not within the power of such holder or its nominee or such purchaser to perform (which defaults shall be agreed upon, in writing, by the Landlord and such holder, nominee or purchaser) shall be deemed to be and shall be waived as to such Leasehold Mortgagee (its successors or assigns), but Landlord reserves its rights against the original Tenant. If prior to any sale pursuant to any proceeding brought to foreclosure such Leasehold Mortgage, or if prior to the date on which Tenant's interest in this Lease shall otherwise be extinguished the default in respect of which, Landlord shall have given notice shall have been remedied and possession of the Premises and the Improvements restored to Tenant, the obligation of the holder of the Leasehold Mortgage pursuant to the instrument referred to in clauses (x) and (y) of this subdivision shall thereafter become null and void and of no further force or effect. Nothing herein contained shall affect the right of Landlord, upon the subsequent occurrence of any default by Tenant, to exercise any right or remedy herein reserved to Landlord, subject to the rights of the Leasehold Mortgagee under this Article with respect to such default.

(d) If for any reason this Lease shall be terminated by reason of the happening of any event of default of Tenant not cured within the applicable cure period, Landlord shall give notice thereof to the holder of any affected Leasehold Mortgage. Upon request of such holder made within forty-five (45) days after the giving of notice by Landlord to such holder, Landlord shall, (upon payment to Landlord of all Rent and all other monies due and payable by Tenant hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by Tenant to Landlord to the date of execution and delivery of the New Lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorney's fees and expenses in connection therewith and in connection with the removal of Tenant from the Premises and the Improvements and the curing of all defaults hereunder which are within the power of such holder to cure (acting diligently), and the performance of all of the covenants and provisions hereunder which are within the power of said holder to perform up to the date of the execution and delivery of the New Lease hereinafter mentioned), enter into and deliver a new lease ("New Lease") of the Premises with such holder for the remainder of the term, at the same rental and on the same terms and conditions as contained in this Lease for the remainder of the Term of this Lease and dated as of the date of termination of this Lease and convey to such holder by quitclaim deed a term of years in and to the Improvements reserving to Landlord the reversion of title to the Improvements upon the termination of the New Lease. The provisions of Section 18.4(d) shall be self effectuating without the execution of any further documentation; provided, however, that upon the request of either Landlord or Leasehold Mortgagee, the parties shall execute a non-disturbance agreement or such documentation as may reasonably be requested effectuating the foregoing. If during such period of forty-five (45) days request for such New Lease shall be made by more than one (1) Leasehold Mortgagee, then Landlord shall be required to execute and deliver such New Lease to that mortgagee (or nominee thereof) having the lowest seniority of lien (as determined by the Leasehold Mortgagees, it being understood that Landlord shall have no obligation to make such determination as to seniority) who (i) cures all defaults under all prior Leasehold Mortgages (ii) delivers to Landlord certificates or letters from the holder of all prior Leasehold Mortgages which certify or state that no default then exists under such prior Leasehold Mortgages; and (iii) executes and delivers, at the time of the execution of such New Lease, new mortgages to the holder of all prior Leasehold Mortgages having the same priority, terms and conditions and secures the same amount as the prior Leasehold Mortgage. It is understood and agreed that nothing herein contained shall be construed as obligating such mortgagee to cure any default by Tenant which does not require a payment of money and which may not be cured by reasonable diligence by such mortgagee nor shall anything herein contained be construed as conditioning such mortgagee's entitlement to a New Lease upon the curing of any default which is not reasonably susceptible of being cured by such Leasehold Mortgagee. Upon the execution and delivery of such New Lease any Subleases which may have heretofore been assigned and transferred to Landlord shall therefore be assigned and transferred, without recourse by Landlord to the new Tenant. Such New Lease shall have the same rights and priorities as the existing Lease. The estate of the holder of such Leasehold Mortgage, as Tenant under the New Lease, shall have priority equal to the estate of Tenant hereunder (that is, there shall be no charge, lien or burden upon the Subleased Premises prior to or superior to the estate granted by such new Tenant which was not prior to or superior to the estate of Tenant under the Lease as of the date immediately preceding the date the Lease went into default, except, for any charge, lien or burden which should not have been permitted and/or should have been discharged by Tenant

under the terms of this Lease). The quitclaim deed to the Improvements shall recite that the grantee holds title to the Improvements only so long as the New Lease shall continue in full force and effect, that upon termination of the New Lease title to the Improvements shall revert to Landlord automatically without payment. Nothing herein contained shall be deemed to impose any obligation upon Landlord to deliver physical possession of the Premises and the Improvements to the holder of such Leasehold Mortgage or to disavow any recognition of the Lease or the rights of Tenant pursuant to the terms of this Lease. The said holder shall pay all Landlord expenses, including any applicable documentary stamps, intangible taxes, recording fees, reasonable attorneys' fees and costs, incident to the execution and delivery of such New Lease and quitclaim deed.

Upon the execution and delivery of a New Lease under this Section, all Subleases, license agreements and concession agreements which theretofore may have been assigned to Landlord, shall be assigned and transferred, without recourse, by Landlord to Tenant named in such New Lease. If any Lease be assigned to a Leasehold Mortgagee, such Leasehold Mortgagee shall not be required to execute or deliver to Landlord an assumption agreement referred to in this Section. However, if the Leasehold Mortgage is foreclosed, the purchaser who shall have acquired Tenant's leasehold estate at the foreclosure sale shall execute and deliver such instrument to Landlord. If the Leasehold Mortgagee is the purchaser, it may assign its interest to any person, corporation or entity designated by it and such assignee shall execute and deliver such instrument to Landlord and the Leasehold Mortgagee shall have no liability or obligation thereunder.

(e) Landlord, without prior written consent of the Leasehold Mortgagee, shall not (i) consent to or accept any voluntary cancellation, termination or surrender of this Lease, whereby Landlord shall have the right to accept any such cancellation, termination or surrender of this Lease, or (ii) materially amend or modify this Lease.

18.5 Non-subordination of Fee; Confirmation. Any mortgage on any leasehold, subleasehold or more remote interest shall be subject to the foregoing provisions and shall not encumber the fee simple title of Landlord. Although the foregoing provisions pertaining to mortgages on Leasehold, Subleaseholds, or more remote interest shall be self-operative, at the request of any such mortgagee, Landlord shall execute and deliver separate documentation, including, but not limited to, estoppels and non-disturbance agreements, confirming the same, in form and substance reasonably satisfactory to Landlord and such mortgagee.

18.6 Amendment to Lease. Landlord shall, from time to time, upon reasonable written request, provide a Leasehold Mortgagee or Subleasehold Mortgagee with estoppel information as to the status of this Lease. Tenant and all Leasehold Mortgages, and Subleasehold Mortgagees hereby acknowledge and agree that neither this Lease or any assignment of its interest to Tenant, or Sublessee or to any Leasehold or Subleasehold Mortgagee gives Tenant or its assignee or Sublessee any lien or encumbrance upon the fee simple ownership and interest in the Premises which is vested in Landlord. Landlord will consent to such modifications to this Lease as the Leasehold Mortgagee may hereinafter find necessary to make in order for it to mortgage financing, provided that such modifications (i) do not change the Rent to be paid hereunder, the length of the Term demised or other material terms and obligations of Landlord or Tenant hereunder, (ii) do not impose obligations upon the Landlord which are substantially or practically more burdensome to it than the obligations contained herein, (iii) do not change the substance of

the condemnation or insurance articles set forth herein, and (iv) are reasonably acceptable to Landlord.

18.7 Extension by Mortgagee. In the event that Sublessee or more remote interest shall fail to timely exercise its option to extend the term of any applicable Sublease or more remote interest (if applicable), the holder of any Subleasehold or more remote Mortgage, whose name and address are on file with Landlord pursuant to the provisions of this Lease, shall have the right, for a period of sixty (60) days following the last day on which Sublessee or more remote interest could have exercised such option and for such period only, to exercise in the name of Sublessee or more remote interest such option to extend the term of any applicable Sublease or more remote interest.

SECTION 19. TENANT DEFAULT, TERMINATION

19.1 Default. If any one or more of the following events shall occur, same shall be an event of default ("Event of Default") by Tenant under this Lease:

(a) If Tenant fails to obtain Government Approvals for the Improvements to be constructed by the Outside Possession Date.

(b) In the event Tenant fails to commence construction within ninety (90) days of the Possession Date or complete construction (and obtain a final Certificate of Occupancy) within twelve (12) months after Possession Date.

(c) After the Improvements are constructed, Tenant voluntarily abandons the Premises or the operations of the Improvements on the Premises are discontinued for a period of thirty (30) consecutive calendar days, other than as a result of casualty, condemnation or acts of force majeure; or

(d) Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises (other than that created by or through Landlord) is not removed, or, at Landlord's election, if Landlord is not adequately secured by bond or otherwise with respect to any lien against the fee simple title of the Premises (other than that created by or through Landlord), within thirty (30) calendar days after Tenant has received notice thereof; or

(e) Tenant shall fail to pay the Rent when due to Landlord and Tenant shall continue in its failure to make any such payments for a period of five (5) calendar days after written notice is given to make such payments; or

(f) Tenant shall fail to make any other payment required hereunder when due to Landlord and shall continue in its failure to make any such other payments required hereunder for a period of ten (10) calendar days after written notice is given to make such payments; or

(g) Tenant shall fail to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, performed or observed within thirty (30) calendar days after receipt of written notice of default thereunder specifying such default(s) (except where fulfillment of its obligation requires activity over a greater period of time and Tenant shall have commenced to perform whatever may be required

for fulfillment within thirty (30) calendar days after receipt of notice and continues such performance without material interruption); or

(h) To the extent permitted by law, if Tenant makes an assignment for the benefit of creditors; or

(i) To the extent permitted by law, if Tenant files a voluntary petition under Chapter 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or

(j) To the extent permitted by law, if any proceeding is filed against Tenant seeking to have an order for relief entered against it as debtor or to adjudicate it bankrupt or insolvent, or seeking any reorganization, arrangement, composition, readjustment or adjustment, winding-up, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law of any jurisdiction, domestic or foreign, or upon the appointment of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant therein and such proceeding is not stayed or dismissed within sixty (60) days.

19.2 Remedy. Upon the occurrence of an Event of Default or any time thereafter during the continuance thereof, Landlord may at its option immediately terminate the rights of Tenant hereunder by giving written notice thereof, which termination shall be effective upon the date specified in such notice and/or Landlord may exercise any and all other remedies available to Landlord hereunder or at law or in equity, subject to the rights of any leasehold mortgage described in Section 18.4 above, and the terms of any non-disturbance agreement(s) executed by Landlord, provided the exercise by Landlord of such remedies shall not affect any non-disturbance agreement of Landlord. In the event of any such termination, Tenant shall have no further rights under this Lease and shall cease forthwith all operations upon the Premises and shall surrender ownership and possession of the Premises to Landlord together with all keys and access cards for the Premises. Tenant shall also pay in full all Rent and other charges as set forth in this Lease through the date of termination. Upon the occurrence of Tenant's default of this Lease, Landlord may exercise all rights it has pursuant to the collateral assignments hereunder.

In the event Landlord terminates this Lease upon the event of Tenant's default hereunder, Tenant hereby waives any right it may have to participate in, or the ownership rights it may have to, the economic benefits of the development contemplated hereunder and also waives any rights of redemption it may have, if any, and waives any right it may have to recover from Landlord after the proper termination of this Lease by Landlord.

19.3 No Waiver. No acceptance by the Landlord of Rent, fees, charges or other payments in whole or in part for any period or periods after a default of any of the terms, covenants and conditions hereof to be performed, kept or observed by Tenant shall be deemed a waiver of any right on the part of Landlord to terminate this Lease, or to exercise any other available remedies.

Failure by either Landlord or Tenant to enforce any provision of this Lease shall not be deemed a waiver of such provision or modification of this Lease. A waiver of any breach of a provision of this Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Lease.

SECTION 20. REMEDIES TO BE NON-EXCLUSIVE.

20.1 Cumulative Remedies. All rights and remedies of Landlord hereunder or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. No waiver by Landlord of any failure to perform any of the terms, covenants, and conditions hereunder shall operate as a waiver of any other prior or subsequent failure to perform any of the terms, covenants, or conditions herein contained.

20.2 Survival. Upon termination or expiration of this Lease, Tenant shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

SECTION 21. SURRENDER. Tenant covenants and agrees to yield and deliver peaceably and promptly to the Landlord, possession of the Premises, on the termination date or earlier termination of this Lease. Tenant shall surrender the Premises in the condition required pursuant to this Lease, reasonable wear, tear, casualty and condemnation excepted. All maintenance and repairs shall be completed prior to surrender. Tenant shall deliver to the Landlord all keys and access cards to the Premises upon surrender. Tenant shall at its expense take all actions required by federal, state, and municipal laws, administrative code provisions, ordinances, rules, and regulations, as amended, to remove from the Premises any hazardous substances or other Materials (as hereinafter defined) in violation of applicable law and/or the terms and provisions of this Lease, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like or discharged into the ground other than that created by or through Landlord. All such substances shall be removed by Tenant in a manner that complies with all applicable federal, state, county, municipal. laws, administrative code provisions, ordinances, rules and regulations, as amended.

SECTION 22. ACCEPTANCE OF SURRENDER OF LEASE. No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality herewith. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

SECTION 23. REMOVAL OF PROPERTY.

23.2 Removal. Tenant shall have the right at any time during the Term to remove its trade fixtures and other personal property from the Premises. Tenant shall immediately repair any damage to the structure or exterior of the Premises caused by its removal of any personal property or trade fixtures. If Tenant shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Lease, then Tenant shall be considered to be holding over and subject to charges under Section 29(12), hereof, and after fourteen (14)

calendar days following said termination or expiration, at Landlord's option: (i) title to same shall vest in Landlord, at no cost to Landlord; or (ii) Landlord may remove such property to a public warehouse for deposit; or (iii) Landlord may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second, to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant; or Landlord may dispose of such property in any manner permitted by law. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand.

SECTION 2. Transfer of Interest. Upon the termination of this Lease the ownership of all Improvements shall vest in Landlord and Tenant agrees to execute such documentation required by Landlord to effectuate the foregoing.

SECTION 3. Survival. The provisions of this Section 23 shall survive the expiration or termination of this Lease.

SECTION 24. NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR LANDLORD: South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, FL 33064
Attn: Mr. Joseph Giulietti
Executive Director
Fax: 954 788-7961

With copies to: Greenberg Traurig
777 South Flagler Dr., Suite 300 East
West Palm Beach, FL 33401
Attn: Teresa J. Moore, Esq.
fax: 561 655-6222

FOR TENANT: San Remo Development
1500 San Remo Avenue, Suite 177
Coral Gables, FL 33146
Attn: Ford Gibson
Fax: 786 268-2298

With a copy to: Ashlin Group, LLC
255 Aragon Avenue, Suite 300A
Coral Gables, FL 33134
Attn: Frank Zohn
Fax: 305 350-6810

All notices, approvals and consents required hereunder must be in writing to be effective.

SECTION 25. NON-LIABILITY OF INDIVIDUALS. No director, officer, administrator, official, agent or employee or member of the Landlord or Tenant shall be charged personally or held contractually liable under any term or provisions of this Lease or of any supplement, modification or amendment to this Lease or because of any breach thereof, or because of its or their execution or attempted execution.

SECTION 26. UTILITIES. From and after the Effective Date, Tenant shall pay for all electric, water, garbage and other utilities charges for the Premises. The metering devices and utility lines installed by Tenant for such utilities shall be installed at the cost of Tenant and shall (to the extent owned by Tenant) become the property of Landlord at end of Term. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant.

No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise unless caused by Landlord's wrongful act or gross neglect.

SECTION 27. ABATEMENT. If, at any time, Tenant shall become entitled to an abatement of Rent by the provisions of this Lease, the abatement of Rent shall be made on an equitable basis taking into consideration the amount and character of the space, the use of which is denied Tenant as compared with the entire Premises, and the period of time for which such use is denied to Tenant.

SECTION 28. ENVIRONMENTAL COMPLIANCE; ENVIRONMENTAL CONTENT AND REMOVAL.

28.1 Compliance. From and after the Effective Date, Tenant agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Premises issued pursuant to Chapter 380, Florida Statutes, all as may be amended, including, without limitation, those addressing the following:

(a) Proper use, storage, treatment and disposal of pollutants, hazardous materials or other contaminants or regulated materials (collectively, "Materials"), including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other regulated Materials;

(b) Proper use, disposal and treatment of storm water runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the Premises, if applicable;

(c) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage systems, and ancillary facilities to meet all federal, state and municipal

standards, as amended, including the installation and operation of adequate monitoring devices and leak detection systems;

(d) Adequate facilities on the Premises for management and, as necessary, pretreatment of industrial waste, industrial wastewater, and regulated Materials and the proper disposal thereof; and

(e) Compliance with reporting requirements of Title III of the Superfund Amendment, as applicable and as such laws may be amended from time to time.

28.2 Clean Up. The release of any Materials on the Premises, or as a result of the operations at the Premises (other than any Materials created by or through Landlord), in an amount that is in violation of any federal, state, county, municipal law, administrative code provision, ordinance, rule or regulation, as amended, or in violation of an order or directive of any federal, state, or local court or governmental authority, by Tenant, or any of its Sublessees or Space Lessees or the officers, employees, contractors, subcontractors, invitees, or agents of Tenant or its Sublessees or Space Lessees, committed subsequent to the Effective Date of this Lease, shall be, at Tenant's expense, and upon demand of Landlord or any local, state, or federal regulatory agency, immediately contained or removed to meet the requirements of applicable environmental laws, rules and regulations. If Tenant does not take action promptly to have such Materials contained, removed and abated to the extent required by law, the Landlord may upon reasonable notice to Tenant (which notice shall be written unless an emergency condition exists) undertake the removal of the Materials; however, any such action by the Landlord or any of its agencies shall not relieve Tenant of its obligations under this or any other provision of this Lease or as imposed by law. No action taken by either Tenant or Landlord to contain or remove Materials, or to abate a release, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the person who caused the pollution or its release.

28.3 Notice of Release. Tenant shall provide Landlord with notice of releases of Materials occurring at the Premises or on account of Tenant's operations at the Premises. Tenant shall maintain a log of all such notices to Landlord and shall also maintain all records required by federal, state and local laws, rules and regulations and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with applicable laws, rules and regulations.

As required by law, Tenant shall provide the federal, state and local regulatory agencies with notice of spills, releases, leaks or discharges (collectively, "Release") of Materials on the Premises which exceeds an amount required to be reported to any local, state or federal regulatory agency under applicable environmental laws, rules and regulations, which notice shall be in accordance with applicable environmental laws, rules and regulations. Tenant shall further provide the Landlord and the Palm Beach County Department of Natural Resource Protection (or successor agency) with written notice of not less than one (1) business day following commencement of same, of the curative measures, remediation efforts and/or monitoring activities to be effected on the Premises. Tenant shall have an updated contingency plan in effect relating to such Releases which provide minimum standards and procedures for storage of regulated Materials and other Materials, prevention and containment of Releases, and transfer

and disposal of regulated Materials and other Materials. The contingency plan shall describe design features, response actions, and procedures to be followed in case of releases or other accidents involving hazardous Materials, bio-hazardous Materials or petroleum products or other Materials.

28.4 Inspection. Landlord, upon reasonable written notice to Tenant, shall have the right to inspect all documents relating to the environmental condition of the Premises which are in Tenant's possession, including without limitation, the release of Materials at the Premises, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under applicable environmental laws, rules and regulations or any development order issued to the Landlord pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, including, but not limited to, manifests evidencing proper transportation and disposal of Materials, environmental site assessments, and sampling and test results. Tenant agrees to allow reasonable inspection of the Premises by appropriate federal, state, county and municipal agency personnel in accordance with applicable environmental laws, rules and regulations and as required by any development order pertaining to the Premises, pursuant to Chapter 380, Florida Statutes, subject to such party complying with the requirements for Landlord's access as set forth in Section 17(a).

28.5 Cure. If Tenant is in default of its obligation to remove the Materials in violation of applicable law and such breach is not cured within the applicable cure period, and the Landlord arranges for the removal of any Materials on the Premises that were caused by Tenant, or any of its Sublessees or the, officers, employees, contractors, subcontractors, invitees, or agents of Tenant or its Sublessees, the costs of such removal incurred by Landlord shall be paid by Tenant to Landlord within ten (10) calendar days of Landlord's written demand, with interest at the highest non-usurious rate permitted by Florida law per annum thereafter accruing.

28.6 Liability. Tenant shall not be liable for the release of any Materials caused by anyone other than Tenant, or any of its Sublessees or Space Lessees or the officers, employees, contractors, subcontractors, or agents of Tenant or any of its Sublessees or Space Lessees. Nothing herein shall relieve Tenant of its general duty to cooperate with the Landlord in ascertaining the source and, containing, removing and abating any Materials at the Premises. Landlord shall cooperate with Tenant with respect to Tenant's obligations pursuant to these provisions, including making public records available to Tenant in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Tenant of its obligations hereunder or to create any affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Landlord codes, ordinances, rules and regulations, federal laws and regulations, state and local laws and regulations, development orders and grant agreements. Landlord and its employees, contractors, and agents, upon reasonable written notice to Tenant, and the federal, state, local and other agencies, and their employees, contractors, and agents, at times in accordance with applicable laws, rules and regulations, shall have the right to enter the Premises for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

28.7 Landlord Clean Up. In the event Landlord shall arrange for the removal of Materials on the Premises that are not the responsibility of Tenant to correct, and if any such

clean-up activities by Landlord shall prevent Tenant from using the Premises for the purposes intended, the Rent shall be equitably abated, from the date that the use of the Premises for its intended purposes is precluded and until the Premises again become available for Tenant's use. Landlord shall use reasonable efforts to not disrupt Tenant's business; however, in no event shall Tenant be entitled to any amount on account of lost profits, lost rentals, or other damages as a result of Landlord's cleanup activities.

28.8 Survival. The provisions of this Section shall survive the expiration or other termination of this Lease for the applicable statute of limitations.

SECTION 29. GENERAL

29.1 Headings. The section and paragraph headings in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

29.2 Jurisdiction. This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Palm Beach County, Florida.

29.3 Severance. In the event any provisions of this Lease is found by a court of competent jurisdiction to be invalid (a) such provisions shall be deemed revised to the extent necessary to be enforceable and (b) the remaining provisions shall continue to be effective to the fullest extent permitted by law.

29.4 Independent Contractor/Relationship of Parties. The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Services provided by Tenant shall be subject to the supervision of Tenant and such services shall not be provided by Tenant, or its agents as officers, employees, or agents of the Landlord. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease other than as specifically stated. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto except as expressly provided herein.

29.5 Third Party Beneficiaries. Neither Tenant nor Landlord intend to, directly or substantially benefit a third party by this Lease. Therefore, the parties agree that other than as specifically stated there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease.

29.6 Force Majeure. Notwithstanding anything contained in this Lease to the contrary, neither Landlord nor Tenant shall be considered to be in default of this Lease if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid wherein the time for performance shall be extended by the period of such Force Majeure event(s).

29.7 Negotiated Lease. Both parties have substantially contributed to the drafting and negotiation of this Lease and this Lease shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto

acknowledge that they have thoroughly read this Lease, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

29.8 Incorporation by Reference. The truth and accuracy of each “Recitals” clause set forth above is acknowledged by the parties. The attached Exhibits to this Lease are incorporated into and made a part of this Lease and all exhibits subsequently attached to this Lease pursuant to the terms hereof shall be deemed incorporated into and made a part of this Lease. In the event of a conflict between the content of any Exhibit and the terms of this Lease, the terms of this Lease shall govern.

29.9 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease and executed by the Landlord and Tenant.

29.10 Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

29.11 References. All personal pronouns used in this Lease shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” “and” and “hereinafter” refer to this Lease as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section of this Lease, such reference is to the Section as a whole, including all of the subsections and subparagraphs of such Section, unless the reference is made to a particular subsection or subparagraph of such Section.

29.12 Holdover. It is agreed and understood that any holding over of Tenant after the termination of this Lease shall not renew and extend same, but shall operate and be construed as a license from month to month. At the option of Landlord, upon written notice to Tenant, Tenant shall be required to pay to the Landlord during any holdover period, monthly license fees which shall be equal to double the amount of the monthly installment of rental that was due and payable for the month immediately preceding the termination date of this Lease. In addition, Tenant shall be required to pay to Landlord any other charges required to be paid hereunder during any such holdover period. Tenant shall be liable to the Landlord for all loss or damage on account of any such holding over against the Landlord’s will after the termination of this Lease, whether such loss or damage may be contemplated at the execution of this Lease or not. It is expressly agreed that acceptance of the foregoing payments by the Landlord in the event that Tenant fails or refuses to surrender possession shall not operate or give Tenant any right to remain in possession nor shall it constitute a waiver by the Landlord of its right to immediate possession of the premises.

29.13 Waiver of Claims. Landlord shall not be liable for and Tenant hereby releases Landlord Releasees for any loss, damage or injury of any kind or character to any person or property (i) arising from any use of the Premises or any part thereof; (ii) caused by any defect in any building, structure, or other Improvements thereon or in any equipment or other facility located therein; (iii) caused by or arising from any act or omission of Tenant, or of any of its agents, employees, commercial tenants, licensees or invitees; (iv) arising from any accident on the Premises or any fire or other casualty thereon; (v) occasioned by Tenant's failure to maintain the Premises in a safe condition; (vi) arising from the failure of Landlord or its successor to operate the System or Intermodal Facility, in whole or in part, or to maintain any minimum frequency of trains on the System or from any disruption of service, including but not limited to availability of funds to operate the System or (vii) arising from any other cause; unless, in any of such events, caused by the gross neglect or willful act or omission of Landlord. Tenant agrees that Landlord shall not be liable for injury to Tenant's business for any loss of income therefrom or from loss or damage for merchandise or property of Tenant or its employees, invitees, customers, commercial tenants or other persons in or about the Premises, nor shall Landlord be liable for injuries to any persons on or about the Premises whether such damage is caused by or as a result of theft, fire, electricity, water, rain or from breakage, leakage, obstruction or other defect of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or for any other condition arising upon the Premises, or from any new construction or repair, alteration or improvement on the part of Tenant's improvements or the equipment, fixtures or appurtenance thereof, or for any other reasons listed in this subsection, other than as a result of Landlord's default of its obligations under this Lease. Landlord does not waive any rights of sovereign immunity that it has under applicable law. Notwithstanding the foregoing, it is the intent of the parties that the Public Areas, to the fullest extent permitted by law, will be treated as public facilities and, subject to the limitations of sovereign immunity which Landlord is entitled to in accordance with applicable law. Although Tenant will construct and maintain such Public Areas, that to the fullest extent legally possible, and permitted by law the Landlord and Tenant would be protected by the doctrine of sovereign immunity with respect to the construction and/or operation of such Public Areas. All persons coming upon the Public Areas are hereby notified that they do so at their sole risk and members of the public utilizing the Public Areas are hereby notified that their use of the Public Areas are in a "AS IS" and "WHERE IS" condition and that all such parties assume all risk in connection with their use of the Public Areas. Tenant (and all Sublessees and Space Lessees) hereby disclaims (a) any and all representations or warranties, express or implied including, but not limited to, the warranty of merchantability with respect to the Public Areas, and (b) any obligation of Landlord to provide any security to such members of the public. The provisions of this paragraph shall not obviate Tenant's obligations to Landlord under this Lease with respect to the Public Areas, provided members of the public shall not be considered to be third party beneficiaries of such obligations.

Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord or Tenant be liable to any third parties for any consequential and/or punitive damages in connection with this Lease.

29.14 Successors and Assigns Bound. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Lease.

29.15 Time of Essence. Time is expressed to be of the essence of this Lease.

29.16 Written Approvals. All approvals and consents required to be obtained hereunder must be in writing to be effective. Unless otherwise specifically provided to the contrary, any consent or approval required by a party to this Agreement shall not be unreasonably withheld, conditioned or delayed. In the event that Tenant shall request Landlord to consent in connection with this transaction then Landlord shall either approve and/or disapprove and specify, with reasonable detail the basis for such disapproval within thirty (30) days of such request or it shall be deemed that Landlord has approved such request.

29.17 Authority of Individuals. The individuals executing this Lease on behalf of Tenant personally warrant that they have full authority to execute this Lease in a representative capacity on behalf of Tenant for whom they are acting herein.

29.18 Recordation of Memorandum of Lease. Landlord hereby consents to Tenant recording the Memorandum of this Lease in the Public Records of Palm Beach County, Florida, which Memorandum shall set forth and shall only set forth: (i) the names of the parties; (ii) the Effective Date and Term of the Lease; (iii) a notice of non-responsibility to advise all contractors and subcontractors that Tenant shall not have the right to create a lien against Landlord's interest in and to the Premises; and the matters set forth in Section 29(N). Tenant shall not record this Lease in the Public Records of Palm Beach County, Florida. Tenant agrees that upon any termination of the Lease that it will execute a document in form reasonably requested by Landlord terminating the Memorandum of record.

29.19 No Set Off. Tenant acknowledges that, as of the Effective Date hereof, it has no claims against Landlord with respect to any of the matters covered by this Lease and as of the Effective Date it has no claim of set off or counterclaims against any of the amounts payable by Tenant to Landlord under this Lease. Tenant is not entitled to setoff against the amounts payable by Tenant to Landlord payable pursuant to this Lease.

29.20 Police/Regulatory Powers. Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the System, the Intermodal Facility, the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

29.21 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local public health unit.

29.22 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed to be an original.

29.23 Delegation. To the extent any approval of Landlord is required, which approval requires the approval of the Executive Director of Landlord or his designee, the parties agree that unless otherwise designated by the Landlord in writing to Tenant, that Executive Director may from time to time designate one or more persons as the authorized designee(s) of the Landlord.

29.24 Sovereign Immunity. Nothing in this Lease shall be construed or interpreted as consent by Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION 30. ADDITIONAL COVENANTS.

30.1 Brokers. Each party represent to the other that no brokers or finders have been involved in this transaction. It is agreed that Tenant, whose actions or alleged actions or commitments form the basis of any other claim, agrees to indemnify and hold harmless Landlord from and against any and all such claims or demands with respect to any other brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Lease or the transaction contemplated hereby, which indemnification shall include, but is not limited to, costs and attorneys' fees (including attorneys' fees incurred prior to trial, after trial, or on appeal and any attorneys' fees incurred in enforcing this indemnity and including fees for the services of paralegals and other legal personnel working under the supervision of an attorney) reasonably incurred in connection with the defense of any claim against any party hereto, arising out of the above described matter. The indemnification set forth herein shall survive the expiration of earlier termination of this Lease.

30.2 Legal Expenses. Upon full execution hereof by the parties, Tenant shall pay to Landlord the sum of \$50,000.00 to be utilized for legal fees Landlord has incurred in the negotiation and preparation of this Lease.

30.3 Attorneys Fees/Costs. In connection with any litigation arising out of this Lease, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees at all trial, appellate and collection levels.

SECTION 31. ARBITRATION

31.1 Arbitration. For any matter or issue herein where arbitration is specifically mentioned as the way in which an issue or dispute shall be resolved, the following provisions of arbitration shall govern the resolution thereof and the rulings shall be binding and enforceable against the parties and the Leasehold Mortgagee if it is a party to the arbitration and the issue to be resolved involves the Leasehold Mortgage terms and provisions.

31.2 Panel. A panel of arbitrators ("Arbitration Panel") shall be established when specifically required by the terms of this Lease.

(a) The appointments to the panel shall be made in the following manner:

(i) The Landlord shall name one member;

(ii) Tenant shall name one member; and

(iii) The aforesaid members shall promptly name a third member.

(b) If either party shall fail to designate a member within fifteen (15) days after a written request so to do by the other party, then such other party may request the President of the Florida Chapter of the American Arbitration Association to designate a member, who when so designated shall act in the same manner as if he had been the member designated by the party so failing to designate an arbitrator. If the two members are unable to agree upon a third member within ten (10) days from the last date of designation, such third member shall be designated by the President of the Florida Chapter of the American Arbitration Association, upon the request of either of the two members.

31.3 Actions, Hearings and Decisions. All actions, hearings and decisions of the Arbitration Panel shall be conducted, based upon and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In determining any matter before them, the Arbitration Panel shall apply the terms of this Lease, and shall not have the power to vary, modify or reform any terms or provisions of the Lease in any respect. The Arbitration Panel shall afford a hearing to the parties and the right to submit evidence with the privilege of cross-examination on the question at issue. All arbitration hearings shall be held at a place designated by the Arbitration Panel in Palm Beach County, Florida.

A hearing shall be commenced within sixty (60) days following the selection of the last of the three arbitrators. A court reporter shall make a transcript of the hearing. The parties and the Arbitration Panel shall use their best efforts to conclude the hearing within ten (10) days. The parties shall be entitled to such pre-trial discovery as they may agree, or as determined by the Arbitration Panel. The Arbitration Panel shall have the right to question witnesses at the hearing, but not to call witnesses. The Arbitration Panel may grant continuances for good cause or with the agreement of both parties. The Arbitration Panel may render a decision at the close of the hearing, or may request briefs on any or all issues. Any and all such briefs, including reply briefs, shall be filed with the terms and on the schedule set by the Arbitration Panel, but in any event no later than forty-five (45) days following the commencement of the hearing. The Arbitration Panel shall render a determination within sixty (60) days from the conclusion of the hearing. If no determination is rendered within such time, unless the parties agree otherwise, a new Arbitration Panel shall be selected as described above, but the new Arbitration Panel shall render a determination solely upon review of the record of the hearing without a further hearing.

The Arbitration Panel selected hereunder shall agree to observe the Code of Ethics for Arbitrators in Commercial Disputes promulgated by the American Arbitration Association and the American Bar Association, or any successor code. The decision of a majority with respect to any matter referred to it under this Lease shall be final, binding and conclusive on the parties and enforceable in any court of competent jurisdiction. Together with the determination, the Arbitration Panel shall provide a written explanation of the basis for the determination. Each party shall pay the fees and expenses of the member of the Arbitration Panel designated by such party, such party's counsel and witness fees, and one-half (1/2) of all expenses of the third member of the Arbitration Panel.

31.4 Participation by Lender. If the issue which is the subject of an arbitration proceeding involves a provisions of the lease pertaining to the Leasehold Mortgagee or the terms

of the Leasehold Mortgage, then in such an event the lender shall be allowed, at its option, to participate in the arbitration proceeding which participation shall include the right to present evidence and cross examine witnesses. In the event of any arbitration proceeding not involving the aforesaid issues, Lender shall be entitled to receive notice of the proceedings and to have an observer present.

31.5 Additional Provision Regarding Arbitration. The parties recognize that the foregoing arbitration provisions and procedures may not be the most appropriate in all instances where arbitration is provided for in this Agreement or where the parties otherwise may agree to arbitration. In order to provide for such instances where other arbitration provisions and procedures may be contemplated under this Agreement, the parties may, but shall not be obligated to, amend the foregoing provisions of this Section and/or modify the arbitration procedures set forth therein and/or agree to the application of different arbitration provisions and procedures in such instances.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Lease on the respective dates under each signature.

WITNESSES:

WITNESSES:

Directors,

TENANT

Boca Tri Rail Center, LLC, a Florida limited liability corporation

By: _____

Name:

As it's:

Date: _____

LANDLORD

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

BY: _____
_____, SFRTA Board of
Chair

Date: _____

ATTEST:

By: _____
Joseph Giuliatti, Executive Director

Approved as to form and legal sufficiency:

BY: _____
SFRTA General Counsel

2949909_v5

SCHEDULE 1

Boca Site

1. Annual Base Rent: \$200,000, beginning on the Possession Date with a 10% increase every five years to the then Base Rent, as increased with a further adjustment under the circumstances described in Section 2.7.4.
2. Annual Participation Rent: One Percent (1%) of Gross Revenue.
3. Transaction Rent: 10% of Net Proceeds from each and every Sale or Refinancing of the Premises or Premises Ownership during the Term of the Lease.

As used herein, the following terms have the following meanings:

(a) Sale Proceeds. For the purposes of determining Transaction Rent based on a Sale, the terms,

"Sale" means a transfer with respect to (i) all or substantially all of the Premises or (ii) of an interest in Tenant (including syndication of tax benefits) which results in Net Proceeds being available to Tenant in the case of (i) above or to the seller or transferor in the case of (ii) above, and

"Net Proceeds" in the event of a Sale of the entire Premises or of the entire interest in Tenant means the net amount remaining from the gross proceeds of any such Sale (including all amounts existing in funded but unspent reserves not required by the purchaser and not reserved for ongoing prudent operations or otherwise required by the continuing Premises documents or under this Lease) after the following items to the extent relevant to the specific transfer, have been paid in full: (i) any outstanding mortgage balances and accrued interest required to repay the indebtedness, including mortgage and or chattel mortgage indebtedness, secured by the Premises (but if the purchaser repays the loan at a discount, then only to the extent of such discounted payoff plus additional interest payments, if any) or personal property or equipment therein or personal property and equipment leases which must be repaid and further including lender's or arm's length equity participant's share of residual values if required to be paid as a result of the transaction; (ii) all reasonable and actual costs of such transaction normally and customarily paid by the seller as a result of the transaction, including, but not limited to, points, syndication, fees, brokerage commissions, attorneys' fees, appraisals, transaction, recording fees and intangible taxes and sales taxes or other proratable items, if any; (iii) any payments related to Premises financing, required to be made to Premises lenders over and above the mortgage balance except penalties for late payment; (iv) any repayment of equity invested in the form of cash or property and used in the Premises; and (to the extent not included in (iv) above, (v) repayment of all reasonably documented Tenant equity, together with an amount, which, when added to previous distributions to Tenant intended and/or characterized as a return on Tenant equity, will provide Tenant with the annual cumulative equity return for each of the years prior to and including the year of such Sale for the period of such investment of ten percent (10%),

such return to be calculated based on the period of time such funds were invested in the Premises until the date of such Sale, and

"Net Proceeds" in the event of a Sale with respect to the Sale of a partial interest in the Premises or interest in Tenant constituting less than the entire Premises or interest in Tenant shall mean the gross proceeds of any such Sale after all of the following items, to the extent relevant to the specific transfer, shall have been paid in full: (1) a pro rata portion of the payments described in clauses (i), (iii) and (iv) above if and to the extent the same relate to mortgages, equity investments or other financings which are applicable to portions of the Premises in addition to the portion being sold, but the full amount of such payments to the extent the same relate only to the property being sold, (2) a pro rata portion of the payments described in clause (v) above and (3) the costs described in clause (ii) above. The parties will agree, on or before the transfer described above on examples of the application of the above formula and the "pro rata" concept.

(b) Refinancing Proceeds. For purposes of determining Transaction Rent based on a Refinancing the terms,

"Refinancing" means any refinancing, following the initial construction financing, by way of a Leasehold Mortgage or similar financing transaction which results in Net Proceeds being available to Tenant.

"Net Proceeds", in the event of a Refinancing of the entire Premises, shall be defined as the net amount remaining from the gross proceeds of any such Refinancing, (including all amounts existing in funded, but unspent reserves required by the prior lender but not required by the refinancing lender to be continued and not reserved for ongoing prudent operations or otherwise required by the continuing Premises documents or hereunder) after all of the following items have been paid in full: (i) any outstanding mortgage balances and accrued interest then required to repay the indebtedness being refinanced including mortgage or chattel mortgage indebtedness secured by the Premises (but if either the holder thereof agrees to a discounted payoff or the party purchasing the Tenant's interest acquires the loan for a discount, then only to the extent of either the discounted payoff or such discounted acquisition amount plus additional principal advances if any) or personal property or equipment therein or personal property and equipment leases which must be prepaid or which are otherwise accounted for in the transaction, the proceeds from which were invested and used in or for the Premises and further including lender's and arms-length equity participant's share of residual values if required to be paid as a result of the transaction; (ii) all reasonable and actual costs of such transaction normally and customarily paid by the Tenant as a result of the transaction, including, but not limited to, points, syndication fees, brokerage commissions, attorneys' fees, appraisals, environmental reports, engineering studies required for the transaction, recording fees and intangible taxes and sales taxes and other proratable items, if any; (iii) any payments related to the Premises financing, required to be made to the Premises lenders over and above the mortgage balance except penalties for late payment; (iv) any re-payment of equity invested in the form of cash or property and used in the Premises, including the payment of any reasonable arms length rate of return contractually required to be paid thereon; and (to the extent not included in Sub-section (iv) above,) (v) repayment of all reasonably documented Tenant equity, together with an amount, which when added to previous distributions to Tenant intended and/or characterized as a return

on Tenant equity, will provide Tenant with the annual cumulative equity return for each of the years prior to and including the year of such Refinancing for the period of such investment of ten percent (10%), such return to be calculated based on the period of time such funds were invested in the Premises until the date of such Refinancing.

Net Proceeds, in the event of each and every Refinancing of less than the entire Premises or of any part or any interest in the Premises which occur during the term of this Lease shall be defined as the net amount remaining from the gross proceeds of any such Refinancing after all the following items have been paid in full: (1) a pro rata portion of the payments described in subparagraph (i), (iii), (iv) and (v) above, and (2) the costs described in subparagraph (ii) above.

(c) The Landlord and Tenant shall promptly agree (and in any event prior to any transfer or Refinancing), by amendment to this Agreement or by separate agreement, upon a mutually acceptable method of proration with respect to the above, and as to such additional prorations and/or adjustments as may be appropriate with respect to partial Sale or partial Refinancing and/or with respect to Sale or Refinancings subsequent thereto. In the event a new Tenant simultaneously buys the entire Premises and refinances it, the Transaction Rent shall be paid based on the Net Proceeds to be received by the selling Tenant provided the sale is at arms length.

(d) Premises, as used in this Schedule I shall include either the Premises, as defined in the Lease, and the Lease itself. Premises Ownership shall include the Tenant and ownership of the Tenant.

**EXHIBIT A
PREMISES**

ALL THAT LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN SECTION 7, TOWNSHIP 47 SOUTH, RANGE 43 EAST, CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF PARCEL 3, AS SHOWN ON THE PLAT OF "BOCA TECHNOLOGY CENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 96 AT PAGES 178 THROUGH 181 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL 3 AS SHOWN ON SAID PLAT OF "BOCA TECHNOLOGY CENTER PLAT 1"; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID PARCEL 3 AND THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3156.90 FEET AND A CENTRAL ANGLE OF 03.26'13" FOR 189.36 FEET (THE PRECEDING COURSE HAVING A RADIUS OF 3156.90 FEET, A CENTRAL ANGLE OF 03.26'39" AND AN ARC LENGTH OF 189.77 FEET BY PLAT) TO A POINT OF NON-TANGENT INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID PARCEL 3 AND THE SOUTHEASTERLY CORNER OF SAID PARCEL 3, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S82.52'47"W FROM THE CENTER OF SAID CURVE; THENCE S44.16'47"W (S44.16'03"W BY PLAT) ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 3 FOR 400.79 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE OF PARCEL 3, N45.43'47"W FOR 101.47 FEET; THENCE N00.00'30"W FOR 342.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF SAID PARCEL 3; THENCE N79.33'22"E (N79.33'09"E BY PLAT) ALONG SAID NORTHERLY LINE OF PARCEL 3 FOR 310.38 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3723.60 FEET AND A CENTRAL ANGLE OF 00.27'39" FOR 29.95 FEET (THE PRECEDING COURSE HAVING A RADIUS OF 3723.60 FEET, A CENTRAL ANGLE OF 00.27'41" AND AN ARC LENGTH OF 29.98 FEET BY PLAT) TO THE POINT OF BEGINNING.

EXHIBIT B

MEMORANDUM OF LEASE

Return to: (enclosed self-addressed stamped envelope)

Name:

Michael J. Sabatello, IV, Esq.

Address:

777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

This Instrument Prepared by:

Michael J. Sabatello, IV, Esq.
Greenberg Traurig, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

SPACE ABOVE THIS LINE FOR PROCESSING
DATA

SPACE ABOVE THIS LINE FOR
PROCESSING DATA

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into this _____ day of, 2005 by and between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY ("Landlord") and _____ ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner in fee simple of the property located in Palm Beach County, Florida described on Exhibit A attached hereto and made a part hereof ("Premises"); and

WHEREAS, Landlord and Tenant have entered into an Agreement of Lease dated _____, 2005 ("Lease") with respect to the leasing of the Premises; and

WHEREAS, Landlord and Tenant desire to place all persons to whom these presents may come upon notice of the existence of the Lease.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agrees as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. All persons are hereby placed on notice of the execution and existence of the Lease by and between the Landlord and the Tenant.

3. The Lease provides for an initial term of ninety-nine (99) years commencing on _____ and terminating on _____.

4. The Tenant has no authority to create any mechanics' liens for labor or material against the Premises and all persons contracting with the Tenant are hereby charged with notice that they must look solely to the Tenant for payment.

Section 6(N) of the Lease specifically provides:

LIENS

Tenant hereby represents, and warrants to and covenants with Landlord that the fee simple title to the Premises shall be at all times free and clear of all liens, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord); provided, however, that Tenant shall be entitled to encumber the leasehold estate, subleasehold estates and/or Tenant's interest in the Improvements, subject to the provisions of this Lease.

If any lien or notice of lien shall be filed against the fee simple title of the Premises created by or through Tenant (other than those created or consented to by Landlord), Tenant shall, within thirty (30) calendar days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Neither Tenant nor any Sub-Lessee shall be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services that are material to the Premises (whether in connection with Tenant's Improvements or otherwise) a mechanic's lien against Landlord's estate under the provisions of Chapter 713 Florida Statutes as amended from time to time. The foregoing shall be contained in a notice or memorandum to be recorded in the Public Records of Palm Beach County in accordance with Florida Statute 713.

This provision is provided pursuant to Section 713.10, Florida Statutes.

5. The "Public Areas" (as defined in the Lease), to the fullest extent permitted by law, will be treated as public facilities, subject to the limitations of sovereign immunity which Landlord is entitled to in accordance with applicable law. Although the Tenant will construct and maintain the Public Areas, that to the fullest extent legally possible, the Public Areas shall be deemed operated on behalf of the Landlord and, to the extent permitted by law, the Landlord and the Tenant would be protected by the doctrine of sovereign immunity with respect to the construction and/or operation of the Public Areas. All persons coming upon the Public Areas are hereby notified that they do so at their sole risk and members of the public utilizing the Public Areas are hereby notified that their use of the Public Areas are in a "AS IS" and "WHERE IS" condition and that all such parties assume all risk in connection with their use of the Public Areas. The Tenant (and all Sublessees or others having a more remote interest hereby disclaims (a) any and all representations or warranties, express or implied, including, but not limited to, the warranty of merchantability with respect to the Public Areas, and (b) any obligation to provide any security to such members of the public. The provisions of this paragraph shall not obviate the Tenant's obligations to the Landlord under the Lease with respect to the Public Areas,

provided members of the public shall not be considered to be third party beneficiaries of such obligations.

6. The rights of the Tenant under the Lease in this Memorandum shall expire for all purposes and be of no further force and effect either upon the earlier to occur of (i) the expiration of the Term of the Lease, (ii) February 1, 21____, or (iii) the recording of a written instrument executed by the Landlord and the Tenant terminating or releasing this Memorandum. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

7. The Tenant (its successors and assigns) agrees that upon any termination of the Lease, it shall, upon request of the Landlord, execute a termination of this Memorandum.

8. The terms of this Memorandum may only be modified or amended by an instrument in writing fully executed by the Landlord and the Tenant.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

TENANT

BY: _____

Date: _____

WITNESSES:

LANDLORD

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

BY: _____
Joseph Giulietti, Executive Director

Date: _____

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of _____, as the _____ of _____, freely and voluntarily under authority duly vested in him/her by said _____ on behalf of _____, and that the seal affixed thereto is the true corporate seal of said _____. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2006.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph Giulietti, Executive Director of SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ of _____, 2006.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT C
NON-DISTURBANCE AGREEMENT FOR SUBLEASE

Return to: (enclosed self-addressed stamped envelope) **Name:**

Michael J. Sabatello, IV, Esq.

Address:

777 S. Flagler Drive, Suite 300 East West
Palm Beach, FL 33401

This Instrument Prepared by:

Michael J. Sabatello, IV, Esq. Greenberg
Traurig, P.A. 777 S. Flagler Drive, Suite
300 East West Palm Beach, FL 33401

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FOR PROCESSING DATA

NON-DISTURBANCE & ATTORNMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of this _____ day _____ of _____, _____ by and between _____ ("Sublessee") and _____ SOUTH FLORIDA _____ REGIONAL TRANSPORTATION AUTHORITY ("Lessor").

A. Lessor has entered into a lease agreement dated _____, as same may be amended from time to time (the "Lease") with _____ ("Tenant") for all of the land described in Exhibit "A" attached hereto (the "Premises");

B. Sublessee has entered into a sublease agreement dated _____, with Tenant, demising a portion of the Premises (said sublease and all amendments, renewals, modifications, consolidations, and extensions thereof being referred to as the "Sublease");

C. The Lease terms require that Lessor enter into this Agreement with Sublessee; and

D. Lessor is agreeable to not disturbing Sublessee's possession of the portion of the Premises covered by the Sublease (the "Demised Premises"), provided that Sublessee is not in default under the Sublease and Sublessee complies with the provisions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Sublessee Not To Be Disturbed. So long as Sublessee shall not be in default under the Sublease or this Agreement (beyond any period given to Sublessee by the terms of the Sublease to cure such default), Sublessee's possession of the Demised Premises, and its rights and privileges under the Sublease, including but not limited to any extension or renewal rights, shall not be diminished or interfered with by Lessor.

2. Sublessee to Attorn to Lessor. If the Lease shall be terminated and Lessor, or its successors and assigns, shall succeed to the interest of Tenant under the

Sublease, the Sublease shall continue in full force and effect as a direct Sublease between Sublessee and Lessor, or its successors and assigns, who shall succeed to the rights and duties of Tenant under the Sublease, subject to the terms of this Agreement. Sublessee shall attorn to the then Lessor, said attornment to be effective and self-operative without the execution of any further instruments. Notwithstanding the foregoing, Sublessee shall promptly execute and deliver such instrument as the then Lessor may require to evidence such attornment.

3. Attornment/Remedies. If Lessor, or its successors and assigns, shall succeed to the interest of Tenant under the Sublease, Lessor, or its successors and assigns, shall be bound to Sublessee under all of the terms, covenants and conditions of the Sublease, and Sublessee shall, from and after such succession to the interest of Tenant under the Sublease, have the same remedies against Lessor, or its successors and assigns, for the breach of any agreement contained in the Sublease that Sublessee might have had under the Sublease against Tenant as if Lessor, its successors and assigns had not succeeded to the interest of Tenant, provided however, notwithstanding anything in the Sublease or in this Agreement to the contrary, Lessor, its successors and assigns, shall not be:

- a. liable for any act or omission or breach of the Sublease of any prior sublessor (including Tenant); or
- b. subject to any offsets or defenses which Sublessee might have against any prior sublessor (including Tenant); or
- c. bound by any rent which Sublessee might have paid for more than the current month or any security deposit paid to any prior sublessor (including Tenant); or
- d. bound by any obligation on the part of the Tenant to complete capital improvements; or
- e. bound by any obligation to repair the Premises after casualty or condemnation, provided that all insurance proceeds and condemnation awards be applied in accordance with the terms of the Sublease and any mortgage encumbering the subleasehold;
- f. bound by terms of the Sublease which have not previously been approved by Lessor, which approval shall not be unreasonably withheld or delayed; or
- g. without limiting the foregoing paragraphs 3(a) through (f) above, be liable for any indemnity made by Tenant with respect to hazardous and toxic substances and materials as may be described in the Sublease.

Should Lessor, or its successor or assigns, succeed to the interest of Tenant under the Sublease, the Lessor, or its successors or assigns, agrees to use reasonable efforts to give Sublessee written notice that it has succeeded to the interest of Tenant under the Sublease; however, the failure of Lessor, or its successors or assigns, to give said notice shall not relieve Sublessee of its obligation to pay rent, additional rent or other sums under the Sublease, or relieve Sublessee of its obligation to comply with any of the terms, covenants or conditions of the Sublease.

4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lessor shall be deemed to include also an subsequent Lessor.

5. Notices. All notices, and other communications pursuant to the provisions of this Agreement shall be given in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail in the continental United States, postage prepaid, or by hand delivery or by overnight courier. Any such notice mailed as provided hereunder shall be deemed effective and served as of the date of the mailing any notice given by hand delivery or overnight courier shall be deemed to have been given upon receipt. Either party shall have the right, by giving written notice to the other, to change the address as which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

as to Lessor: South Florida Regional Transportation Authority
800 NW 33rd Street
Pompano Beach, FL 33064
Attn: Mr. Joseph Giulietti
Executive Director
Fax: 954 788-7961

With copies to: Greenberg Taurig
777 South Flagler Dr., Suite 300 East
West Palm Beach, FL 33401
Attn: Teresa J. Moore, Esq.
fax: 561 655-6222

and as to Tenant: _____

with a copy to: _____

Until any such change is made, notices to Sublessee shall be delivered as follows:

Attn: _____
Fax: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
as of the ____ day of _____, ____.

WITNESSES:

TENANT

BY: _____
Date: _____

WITNESSES:

LANDLORD

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

BY: _____
Joseph Giulietti, Executive Director
Date: _____

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of _____, as the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation on behalf of the limited partnership, and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Joseph Giulietti, Executive Director of SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2006.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT H
PERMITTED EXCEPTIONS

1. Taxes and assessments for the current year.
2. Terms and conditions of that certain Adequate Public Facilities Agreement by and between Blue Lake, Ltd. and Palm Beach County dated March 23, 1999, filed August 19, 1999, recorded in Official Records Book 11302, Page 1807.
3. Resolution No. 37-99 recorded in Official Records Book 12048, Page 32, Resolution No. 167-2000 recorded in Official Records Book 12048, Page 80, Terms, conditions, and provisions of Development Order of the City of Boca Raton dated March 23, 1999, as amended by Resolution Number 113-2001 of the City of Boca Raton dated July 11, 2001, recorded in Official Records Book 13444, Page 1, together with that certain Memorandum of Understanding by and between the City of Boca Raton and Boca Technology Center, recorded in Official Records Book 14811, Page 670,
4. Terms, conditions, and provisions of that certain Declaration of Covenants and Restrictions for T-Rex Corporate Center, recorded in Official Records Book 14478, Page 499, as amended by First Amendment to Declaration of Covenants and Restrictions for T-Rex Corporate Center recorded in Official Records Book 14869, Page 1796.
5. Terms, conditions, and provisions of Declaration of Covenants, recorded in Official Records Book 14869, Page 1808.
6. Terms, conditions and provisions of that certain Buffer Easement Agreement by and between Lake worth Drainage District and Boca Technology Center recorded in Official Records Book 13805, Page 957.
7. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s) recorded in Official Records Book 13680, Page 704.
8. Matters appearing on the Survey prepared by Michael G. Purmort & Associates, Inc., under Job No. "BLUELAKE" bearing date of October 1, 2002, including: a) 10 foot E3 1/2 Canal Buffer Easement along the Southeast property line; b) 47 foot FP&L Easement in Northeast corner of property; c) 10 foot Utility Easement along the North property line.
9. Dedications, reservations, easements and other matters appearing on the Plat of BOCA TECHNOLOGY CENTER PLAT 1, as recorded in Plat Book 96, Page 178 of the Public Records of Palm Beach County, Florida, including dedications as follow: a) Parcels A, B and C as shown are dedicated to the City of Boca Raton, Florida for the perpetual use of the public for street purposes; b) The areas constituting the Preservation Areas are dedicated as Conservation Easements A, B, C and D and shall be the perpetual maintenance obligation of T-Rex Corporate Center Association, Inc., their successors and assigns, and may in no way be altered from its natural state, except pursuant to a management plan approved by the City of Boca Raton. Activities prohibited in the conservation easement include, but are not limited to: construction; the depositing of

substances such as trash; removal or destruction of trees, shrubs, or other vegetation (with the exception of exotic/nuisance vegetation removal and related maintenance practices); excavation; dredging, removal of soil material; diking or fencing; placement of above and below ground utilities; and any other activity detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation; c) The Non-Access easements are dedicated to the City of Boca Raton, Florida for the purposes of control and jurisdiction over access rights; d) The Bicycle/Pedestrian easements are dedicated to the City of Boca Raton, Florida for the use of the public and are the perpetual maintenance obligation of the T-Rex Corporate Center Association, Inc.; e) The Gopher Tortoise easements^ are dedicated to the City of Boca Raton, for providing habitat for Gopher Tortoises and are the perpetual maintenance obligation of the T-Rex Corporate Center Association, Inc.; f) The Utility easements are dedicated in perpetuity to the City of Boca Raton for the installation, construction, reconstruction, operation, maintenance and repair of water, sewer and drainage, traffic control, and other facilities of the City, facilities of public utilities operating pursuant to a franchise or other grant of approval from the City, and any and all other uses authorized by the City together with appurtenances over, through and across said easements. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section does not apply to those private easements granted to or obtained by a particular electric, telephone, gas or other public utility. Such installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

10. Terms, conditions, and provisions of Declaration of Reciprocal Easements by and among Boca Village, LLC., Silver Finance Company, SOBC, LLC and South Florida Regional Transportation Authority, joined by mortgagee(s) of record, if any, dated the 15th day of August, 2003 and recorded in Official Records Book 15711, Page 1080, together with that certain First Amendment to Declaration of Reciprocal Easements recorded in Official Records Book 16641, Page 1933.
11. Terms, conditions, and provisions of Declaration of Easements by Boca Technology Center, LLC., joined by Mortgagee(s) of record, dated the 15th day of August, 2003 and recorded in Official Records Book 15711, Page 838.
12. Terms, conditions and provisions of that certain Easement Agreement by and between City of Boca Raton and Boca Technology Center recorded in Official Records Book 14869, Page 1781.
13. Access Easement recorded in Official Records Book 16536, Page 1563.
14. Temporary Access Easement recorded in Official Records Book 16536, Page 1567.

15. Memorandum of Right of Way Consent Agreement recorded in Official Records Book 16536, Page 1575.
16. Easement recorded in Official Records Book 16536, Page 1571.
17. Ordinance recorded in Official Records Book 16142, Page 1167.
18. All matters of record.

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Palm Beach County, Florida, unless otherwise noted.

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

APPROVAL OF SFRTA POLICY FOR UNSOLICITED PROPOSALS

REQUESTED ACTION:

MOTION TO APPROVE: SFRTA Policy for Unsolicited Proposals, which incorporates the Florida Department of Transportation's (FDOT's) Rule 14-107, Florida Administrative Code, on unsolicited proposals.

SUMMARY EXPLANATION AND BACKGROUND:

Staff recommends that the Board approve the attached Unsolicited Proposal Policy (Exhibit 1), which incorporates FDOT's Rule 14-107, Florida Administrative Code, on unsolicited proposals. This policy has also been provided to the SFRTA Property Committee for their endorsement.

An unsolicited proposal is a written proposal for a new or innovative idea that is submitted to SFRTA on the initiative of the offeror for the purpose of obtaining a contract or other agreement with SFRTA, and that is not in response to a request for proposal, invitation to bid or any other SFRTA-initiated solicitation or program.

This policy has many requirements including the need for a proposer to contribute an initial fee of \$50,000 to cover staff expense in reviewing proposals and subsequent monies if necessary to pay for the agency's evaluation costs (which is a requirement of FDOT's rule). Requiring the proposer to pay for the costs of the agency's evaluation will relieve SFRTA from using FDOT funds for that purpose and therefore, prevent any possible breach of the FDOT JPA language on "Prohibited Interests" due to discussions/negotiations with proposers that may involve former board members or employees, although it would not eliminate the application of the JPA language to any contracts involving former board members or employees.

<u>Department:</u>	Planning and Capital Development	<u>Department Director:</u>	Jack Stephens
<u>Project Manager:</u>	Loraine Kelly-Cargill	<u>Procurement Director:</u>	Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1: SFRTA Policy for Unsolicited Proposals](#)

APPROVAL OF SFRTA POLICY FOR UNSOLICITED PROPOSALS

Recommended by: _____ Approved by: _____
Department Director Date Contracts Director Date

Authorized by: _____ Approved as to Form by: _____
Executive Director Date General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A .Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

SFRTA Policy for Unsolicited Proposals

TABLE OF CONTENTS

I. Definition 1

II. Policy 1

III. Content of Unsolicited Proposals 1

IV. Supporting Information 2

V. SFRTA Procedures 3

I. Definition

An unsolicited proposal is a written proposal for a new or innovative idea that is submitted to SFRTA on the initiative of the offeror for the purpose of obtaining a contract or other agreement with SFRTA, and that is not in response to a request for proposal, invitation to bid or any other SFRTA-initiated solicitation or program. All unsolicited proposals are subject to approval by the SFRTA Board.

II. Policy

It is the policy of the SFRTA to accept the submission of new and innovative ideas.

Unsolicited proposals allow unique and innovative ideas or approaches that have been developed to be made available for use in accomplishment of the SFRTA mission. Unsolicited proposals are offered with the intent that SFRTA may enter into a contract with the offeror for research and development, new services, land development or other efforts supporting the SFRTA mission, and often represent a substantial investment of time and effort by the offeror.

A valid unsolicited proposal must:

1. Be innovative and unique;
2. Be independently originated and developed by the offeror;
3. Be prepared without SFRTA supervision, endorsement, direction, or direct SFRTA involvement;
4. Include sufficient detail to permit a determination that SFRTA support could be worthwhile and the proposed work could benefit the agency's mission responsibilities.
5. Not be an advance proposal for a known SFRTA requirement that can be acquired by competitive methods.

All unsolicited proposals will be treated as public records, in accordance with Florida Statutes, and will be made available to the public upon request.

III. Content of Unsolicited Proposals

Unsolicited proposals should contain the following information to permit consideration in an objective and timely manner:

1. Basic information:
 - (a) Offeror's name and address and type of organization; e.g., profit, non-profit, educational, small business;
 - (b) Names and telephone numbers of technical and business personnel to be contacted for evaluation or negotiation purposes;

- (c) Identification of proprietary data to be used only for evaluation purposes;
- (d) Names of other Federal, State, or local agencies or parties receiving the proposal or funding the proposed effort;
- (e) Date of submission; and
- (f) Signature of a person authorized to represent and contractually obligate the offeror.

2. Information Required

- (a) Concise title and abstract (approximately 200 words) of the proposed effort;
- (b) A reasonably complete discussion stating the objectives of the effort or activity, the method of approach and extent of effort to be employed, the nature and extent of the anticipated results, and the manner in which the work will help to support accomplishment of SFRTA's mission;
- (c) Names and biographical information on the offeror's key personnel who would be involved, including alternates; and
- (d) Type of support needed, if any, from the SFRTA; e.g., facilities, equipment, materials, financial or personnel resources.

3. Fee

- (a) An initial fee of \$50,000 payable to the South Florida Regional Transportation Authority must accompany an unsolicited proposal ("Initial Payment"). Proposals received without the initial fee shall not be accepted.
- (b) Payment shall be made by cash, cashier's check, or any other non-cancelable instrument. Personal checks will not be accepted.
- (c) If the initial fee is not sufficient to pay SFRTA's costs of evaluating the unsolicited proposal, SFRTA shall request in writing additional amounts required. The public-private partnership or private entity submitting the proposal shall pay the requested additional fee within 30 days. Failure to pay the additional fee shall result in the proposal being rejected.
- (d) SFRTA shall refund any fees in excess of the costs of evaluating the proposal after the evaluation is complete.
- (e) The fee requirement can be waived if conflicts with federal requirements or can be reduced by the SFRTA Board in the event the SFRTA Board determines that the estimated cost of evaluation will be less than the Initial Payment.

IV. Supporting Information

1. Financial plan that includes in sufficient detail for meaningful evaluation: (a) proposed price or total estimated cost for the effort; and (b) identifies all required funding sources and timing of funding ;
2. Period of time for which the proposal is valid (a 6-month minimum is suggested);
3. Type of contract preferred;
4. Proposed duration of effort;
5. Brief description of the organization, previous experience, relevant past performance, and facilities to be used;
6. Other statements, if applicable, about organizational conflicts of interest, security clearances, and environmental impacts; and
7. The names and telephone numbers of SFRTA technical or other SFRTA points of contact already contacted regarding the unsolicited proposal.

V. SFRTA Procedures

1. Acceptance and negotiation of an unsolicited proposal:
 - (a) Within 60 days of receipt of an unsolicited proposal and before initiating a comprehensive evaluation, SFRTA staff and Property Committee (if involving property) shall determine if the proposal –
 - (1) Is a valid unsolicited proposal, meeting the requirements of this Policy
 - (2) Is related to SFRTA's mission;
 - (3) Contains sufficient technical and cost information for evaluation; and
 - (4) Has been approved by a responsible official or other representative authorized to obligate the offeror contractually;
 - (b) If the proposal meets these requirements, SFRTA shall promptly acknowledge receipt and advertise for 30 days, in a newspaper of general circulation in one or more counties in SFRTA's service territory, its receipt of the proposal and solicitation for any additional proposals. Following the end of the advertisement period, SFRTA shall begin to process any related unsolicited proposals.
 - (c) A favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition.

2. Comprehensive Evaluation:

- (a) When performing a comprehensive evaluation of an unsolicited proposal, evaluators (to be selected by SFRTA staff and the SFRTA Property Committee, if involving property) shall consider the following factors, in addition to any others appropriate for the particular proposal:
 - (1) Unique, innovative and meritorious methods, approaches, or concepts demonstrated by the proposal;
 - (2) Overall scientific, technical, or socioeconomic merits of the proposal;
 - (3) Potential contribution of the effort to SFRTA's specific mission;
 - (4) The offeror's capabilities, related experience, facilities, techniques, or unique combinations of these that are integral factors for achieving the proposal objectives;
 - (5) The qualifications, capabilities, and experience of the proposed principal investigator, team leader, or key personnel critical to achieving the proposal objectives; and
 - (6) The realism of the proposed cost.
- (b) The evaluators shall notify the SFRTA Property Committee (if involving property) and the SFRTA Board of their recommendations when the evaluation is completed.
- (c) A favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition.
- (d) SFRTA staff shall have at least 90 days from the close of the advertisement period to complete its comprehensive evaluation and provide its recommendation to the SFRTA Property Committee (if applicable) and the SFRTA Board. When deemed necessary due to the complexity of the issues or other special circumstances, this timeframe may be extended by the SFRTA Executive Director.

3. Contract negotiations:

- (a) SFRTA may commence negotiations on a sole source basis when an unsolicited proposal has received a favorable comprehensive evaluation by SFRTA Staff and has been endorsed and approved by the SFRTA Property Committee (if involving property) and Board, respectively, and the requirements for a sole-source procurement in accordance with SFRTA's Procurement Rule, policies and procedures have been met.

4. Contract award:

(a) The award and execution of any contract or agreement relating to an unsolicited proposal is subject to endorsement by the SFRTA Property Committee (if involving property) and approval by the SFRTA Board.

(b) If an unsolicited proposal involves the use of any federal funds or land procured using federal funds, in whole or in part, the award and execution of any contract or agreement relating to the unsolicited proposal is contingent upon the applicable federal agency's approval.

5. Rejection of Unsolicited Proposal

(a) SFRTA shall return an unsolicited proposal to the offeror, citing reasons, when its substance:

- (1) Is available to SFRTA without restriction from another source;
- (2) Closely resembles a proposed or pending competitive acquisition requirement;
- (3) Does not relate to SFRTA's mission; or
- (4) Does not demonstrate an innovative and unique method, approach, or concept, or is otherwise not deemed a meritorious proposal.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE MEETING
FEBRUARY 28, 2006

A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:00 a.m. on Tuesday, February 28, 2006 at the offices of James A. Cummings, Inc., 3575 NW 53rd Street, Ft. Lauderdale, Florida 33309.

COMMITTEE MEMBERS PRESENT:

James A. Cummings, Board Member, SFRTA
Mr. John Martinez, Board Member, SFRTA (via telephone)

ALSO PRESENT:

Dan Mazza, Director of Engineering and Construction, SFRTA
Marc Hackbarth, Project Manager, PMC
Pat McCammon, Segment 5 Contract Administrator, PMC

CALL TO ORDER

Mr. Pat McCammon called the meeting to order at 9:00 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

MOTION TO APPROVE: Minutes of the November 1, 2005 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

MOTION TO APPROVE: Minutes of the January 10, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

MOTION TO APPROVE: Minutes of the January 24, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

MOTION TO APPROVE: Change Order No. 36 to Agreement No. 01-839 between SFRTA/Tri-Rail and Washington Group International for the New River Bridge Project to increase the Contract amount by the lump-sum of \$14,585.00 to reimburse the Contractor for soil analysis and sampling. There is no additional time required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

MOTION TO APPROVE: New River Bridge “Engineer of Record” Memorandum of Agreement whereby Williams Earth Sciences is agreeing to take the lead on all remaining non-conforming shaft issues for the New River Bridge Project.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 9:10 a.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE MEETING

MARCH 7, 2006

A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:30 a.m. on Tuesday, March 7, 2006 at the offices of James A. Cummings, Inc., 3575 NW 53rd Street, Ft. Lauderdale, Florida 33309.

COMMITTEE MEMBERS PRESENT:

Jim Cummings, Board Member, SFRTA

ALSO PRESENT:

Justine Belizaire, Senior Project Manager, SFRTA

Marc Hackbarth, Project Manager, PMC

Dan Mazza, Director of Engineering and Construction, SFRTA

Pat McCammon, Segment 5 Contract Administrator, PMC

Chris Bross, Director of Procurement, SFRTA

COMMITTEE MEMBERS ABSENT:

John Martinez, Board Member, SFRTA

CALL TO ORDER

Mr. Bross called the meeting to order at 9:30 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

AGENDA APPROVAL – Additions, Deletions, Revisions

Deletion:

Amendment No. 14 to Agreement No. 99-825 between SFRTA and DMJM+Harris for Project Management Consultant Services. This amendment extends the period of performance for Project Management and Construction Management Services for the New River Bridge Project from March 31, 2006 until March 31, 2007 and adds \$1,570,750.85 to the not-to-exceed amount of the Agreement. This change was negotiated with and approved by FDOT.

Deletion:

Change Order No. 37 to Agreement No. 01-839 between SFRTA and Washington Group International for the New River Bridge Project to increase the Contract amount by the lump-sum of \$20,811.00 to reimburse the Contractor for performance of a scour analysis of the New River channel where the bridge is being constructed. There is no additional time required for this change.

At this point, Mr. Bross stated that Mr. John Martinez, FDOT District VI Secretary, Construction Oversight Committee Member submitted his signature of approval for all items listed on today's meeting Agenda.

Mr. Bross also stated that all items presented at today's meeting have all the necessary legal approvals.

ITEMS PRESENTED FOR APPROVAL

Mr. Bross presented for approval Minutes of the February 21, 2006 Construction Oversight Committee Meeting.

Hearing no discussion, item was approved by Board Member Jim Cummings

Mr. Bross presented for approval Easement Deed between SFRTA and the City of Boca Raton for the purpose of transferring ownership and maintenance responsibilities of the water and sewer lines serving the Boca Raton Station to the City of Boca Raton. The easement also grants the City of Boca Raton access to the utilities for the purposes of performing repairs and/or maintenance. The cost of this Easement Deed is \$10.00.

Hearing no discussion, item was approved by Board Member Jim Cummings

Mr. Bross presented for approval Memorandum of Agreement for Framework for Settlement Negotiations relative to Agreement 01-839 for the New River Bridge between the SFRTA and Washington Group International.

Hearing no discussion, item was approved by Board Member Jim Cummings

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 9:45 a.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

CONSTRUCTION OVERSIGHT COMMITTEE MEETING

MARCH 14, 2006

A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:00 a.m. on Tuesday, March 14, 2006 at the offices of John Martinez, Florida Department of Transportation, District VI, 1000 NW 111th Avenue, Executive Office, Miami, Florida 33172.

COMMITTEE MEMBERS PRESENT:

Mr. John Martinez, Board Member, SFRTA

ALSO PRESENT:

Dan Mazza, Director of Engineering and Construction, SFRTA

Justine Belizaire, Senior Project Manager, SFRTA

Marc Hackbarth, Project Manager, PMC

Pat McCammon, Segment 5 Contract Administrator, PMC

Chris Bross, Director of Procurement, SFRTA

COMMITTEE MEMBERS ABSENT:

James A. Cummings, Board Member, SFRTA

CALL TO ORDER

Mr. Bross called the meeting to order at 9.05 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

Mr. Bross stated that all of the agenda items were pre-approved by Legal Counsel.

Mr. Bross also stated that Amendment No. 14 to Agreement No. 99-825 between SFRTA and DMJM+Harris will be revised to reflect Board Member Cummings comments. Board Member Cummings has submitted his signature of approval for all items listed on today's meeting Agenda.

ITEMS PRESENTED FOR APPROVAL

Mr. Bross presented for approval Amendment No. 14 to Agreement No. 99-825 between SFRTA and DMJM + Harris for Project Management Consultant Services. This Amendment extends the period of performance for Project Management and Construction Management Services for the New River Bridge Project from March 31, 2006 until March 31, 2007 and adds \$1,570, 750.85 to the not-to-exceed amount of the Agreement. This change was negotiated with and approved by FDOT.

Hearing no discussion, this item was approved by Mr. Martinez.

Mr. Bross presented for approval Change Order No. 37 to Agreement No. 01-839 between SFRTA and Washington Group International for the New River Bridge Project to increase the Contract amount by the lump-sum of \$20,811.00 to reimburse the Contractor for performance of a scour analysis of the New River channel where the bridge is being constructed. There is no additional time required for this change.

Mr. Hackbarth clarified that scour protection was recommended.

Mr. Martinez asked who would perform the scour analysis.

Mr. Hackbarth explained that the design was prepared and submitted to FDOT with a recommendation for the analysis. A CN request to design the scour protection was also submitted to FDOT.

Mr. Martinez asked for confirmation that the Contractor performed the analysis; SFRTA reviewed the analysis; and the Contractor would prepare the design and complete the installation which would be a design build.

Mr. Hackbarth confirmed the statement.

Hearing no further discussion, this item was approved by Mr. Martinez.

Mr. Bross presented for approval Change Order No. 38 to Agreement No. 01-839 between SFRTA and Washington Group International for the New River Bridge Project to extend the Contract completion Date by 111 days as a result of “the October Flagging Claim” and 45 days for WGI’s remobilization of drilled shaft operations, for a total of 156 days. This Change Order includes no additional cost; however, SFRTA has reserved its right to deny any WGI request for additional compensation related to this Change Order.

Mr. Martinez asked if this Change Order is for time and no money.

Mr. Bross replied yes.

Hearing no further discussion, this item was approved by Mr. Martinez.

Mr. Bross presented for approval Change Order No. 74.03 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for continued payment of Category A-1 Work – Flagging. This change will add a not-to-exceed amount of \$700,000.00 to the Contract. There is no time extension required for this change.

Hearing no discussion, this item was approved by Mr. Martinez.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 10:35 a.m.

DRAFT

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING
FEBRUARY 14, 2006

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Tuesday, February 14, 2006, in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair
Mr. Wilson Fernandez, Miami-Dade County Metropolitan Planning Organization (MPO)
Mr. Roger Del Rio, Broward Metropolitan Planning Organization (MPO)
Mr. Fred Stubbs, Palm Tran
Mr. David Korros, Florida Department of Transportation, District VI (FDOT)
Mr. David Daniels, Broward County Transit (BCT)
Ms. Nancy Ziegler, Florida Department of Transportation, District IV (FDOT)
Ms. Kim Delaney, Treasure Coast Regional Planning Council (TCRPC)
Ms. Lynn Everett-Lee, South Florida Regional Planning Council (SFRPC)
Mr. Enrique Zelaya, Broward County Regional Planning Organization (MPO)
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)

COMMITTEE MEMBERS ABSENT:

Mr. Gary Donn, Florida Department of Transportation, District VI (FDOT)
Mr. Gustavo Schmidt, Florida Department of Transportation, District IV (FDOT)
Mr. Mario Garcia, Miami-Dade Transit (MDT)

ALSO PRESENT:

Mr. Scott Seeburger, Florida Department of Transportation, District IV (FDOT)
Mr. Carlos Roa, Miami-Dade County Metropolitan Planning Organization (MPO)
Mr. Bob Pearsall, Miami-Dade Transit (MDT)
Ms. Alice Bravo, Florida Department of Transportation, District VI (FDOT)
Ms. Lois Bush, Florida Department of Transportation District IV (FDOT)
Mr. Steve Braun, Florida Department of Transportation District IV (FDOT)
Ms. Mayra Diaz, Miami-Dade Transit (MDT)
Ms. Marlene Brunot, Treasure Coast Regional Planning Council (TCRPC)
Mr. Michael Moore, Gannett-Fleming, Consultant
Mr. Dan Glickman, Citizen
Mr. Jack Stephens, South Florida Regional Transportation Authority (SFRTA)

ALSO PRESENT (continued...)

Ms. Loraine Cargill, South Florida Regional Transportation Authority (SFRTA)
Ms. Bonnie Silverman, South Florida Regional Transportation Authority (SFRTA)
Ms. Elaine Magnum, South Florida Regional Transportation Authority (SFRTA)

CALL TO ORDER

The Committee Chair called the meeting to order at 10:05 a.m.

SECRETARY'S NOTE: Recording equipment failed operating prior to this meeting.

PLEDGE OF ALLEGIANCE

ROLL CALL

The Committee Chair requested a roll call by the Minutes Clerk.

AGENDA APPROVAL – Additions, Deletions, Revisions

A motion was made to approve the Agenda. The Committee Chair declared the motion carried unanimously and the Agenda was approved.

DISCUSSION ITEMS

None.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

None.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of February 14, 2006

A motion was made to approve this item. The motion was seconded. The Committee Chair moved discussions to the next item on the Agenda.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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R1 – MOTION TO APPROVE: 2006 PTAC Meeting Schedule

A motion was made for the approval of the 2006 PTAC Meeting Schedule and the motion was seconded. The Committee Chair moved discussions to the next Agenda item.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.
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II. - INFORMATION: Southeast Florida Transportation Council (SEFTC)

Chairman Randy Whitfield reported on the first meeting of the SEFTC, which was held on January 11, 2006 at the Broward County Library. This meeting was attended by the Chairmen of the Broward and Palm Beach MPO's. No action could be taken by the Council at this meeting since Miami-Dade County was not represented.

Mr. Bob Romig, FDOT Central Office, gave a presentation on Florida's Growth Management Act. There was also a presentation on agency boundaries.

The next meeting of the Council was set for Wednesday, April 12. The Council would then meet again in July (2nd Wednesday). It is expected that action will be taken on the Regional LRTP at an upcoming meeting of the Council.

12. - INFORMATION: Broward County Transit Funding Initiative

Ms.Lynn Everett-Lee reported that the Broward Workshop is heading up the effort for this transit initiative. The background work includes a compilation of projects from the MPO's LRTP, the Broward County Transit Investment Plan and the MPO's TIP. The organizers of this effort are following Miami-Dade County lead in pursuit of a transit surtax, using provisions in Chapter 212.055 of Florida Statutes. The bulk of the surtax revenue for bus and capital improvements—Seventy-five percent (75%) of the surtax revenue would go to the Broward County transit program while twenty-five percent (25%) will go to other categories, such as the municipalities' transportation programs. It is anticipated that the cities would receive twenty (20%) percent of the surtax revenue.

This revenue source is expected to generate \$261 million per year (2005 dollars) of which \$191 million would go to the County's transit program. Organizers of this Initiative expect to have the plan finalized in April or May. It is expected that, in July of this year, the County Commission will consider putting the referendum on the November ballot.

Information is starting to come out to the public. A website is being developed for this purpose: <http://www.KeepBrowardMoving.com>.

13. – INFORMATION: 2006 State Legislative Initiatives Briefing

Mr.Bill Cross gave a PowerPoint presentation on SFRTA's State Legislative Initiative.

Orlando is exploring a \$2 car rental fee surcharge as a local dedicated funding mechanism for transit. The MPOAC had been drafting state legislation language for modifying the charter county surtax provisions. This proposal is specific to Miami-Dade, Broward and Palm Beach Counties.

Ms. Alice Bravo commented that Miami-Dade County encountered a lot of resistance to the rental car surcharge as they pursued funding of the Miami Intermodal Center (MIC). Mr. Cross responded that there may be less resistance today because many of the rental car companies are no longer based in Florida.

Mr. Cross concluded by mentioning that majority of a dedicated revenue source from car rental surcharges would come from out-of-region, not local, taxpayers.

The Committee Chair moved discussions to the next item on the agenda.

MONTHLY REPORTS
Action not required, provided for information purposes only.

OTHER BUSINESS

There was none.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Executive Director reports/comments at this meeting.

PTAC MEMBER COMMENTS

None.

ADJOURNMENT

There being no further business to discuss, the Committee Chair adjourned the meeting at 11:15 a.m.

There will be no meeting in March 2006. The next meeting is scheduled for April 19, 2006.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
March 21, 2006

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:30 P.M. on Tuesday, March 21, 2006 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, Palm Tran
Bonnie Arnold (Chair), SFRTA/Tri-Rail
Michael DeCossio, Metro-Dade Transit
Corine Williams, FDOT

COMMITTEE MEMBERS NOT PRESENT

Phyllis Berry, BCT

ALSO PRESENT

Dan Glickman, private citizen
Michael Goodman, Bitner Goodman
Robyn Hankerson, Bitner Goodman
Steve Rosenberg, SFRTA/Tri-Rail
Doris Williams, BCT

CALL TO ORDER

The Chair called the meeting to order at 2:40 p.m. and noted that a quorum was present.

MINUTES APPROVAL –

- Prior Meeting minutes were approved pending one change concerning BCT's new articulated buses arriving in the summer, not the spring.

DISCUSSION ITEMS

FPTA CONFERENCE

- This Conference will take place on November 5th – 7th at the Marriott Hotel near Tri-Rail's West Palm Beach Station. A reception will be held on Sunday evening from 6:00 – 8:00 p.m. There may be a special train to the Hard Rock Resort and Casino in Hollywood. Ms. Williams offered to find out whether BCT will offer a private charter from the Ft. Lauderdale Airport Station to the Hard Rock site and return. Ms. William pointed out that a BCT bus cannot pass an established route without stopping to pick up passengers who may be waiting for a public transit bus along that route. An exception would have to be presented to the Broward County Board of County Commissioners.
- SFRTA member agencies will be responsible for registration and supplying a goody bag.
- CUTR will take responsibility for the agenda.
- Ms. Agee will research the possibility of spousal buses to City Place.

McDONALD'S OVERVIEW

- As many as one million people were exposed to the public information campaign via 600,000 tray liners and 400,000 bag stuffers at McDonald's.
- Millions of people were also exposed to the benefits of public transportation with more than 200 30-second spots, which aired on six television networks across the region.
- In addition, the campaign reach was expanded with newspaper ads in the three South Florida major daily newspapers and Boomer Times. Publicity also enhanced the campaign efforts with notable news coverage in the Sun-Sentinel, Palm Beach Post, Boomer Times and Florida Transportation Monthly.
- More than 1,500 responded to the chance to receive a free ticket to ride Tri-Rail and the chance to win McDonald's for one year.

NATIONAL PUBLIC RADIO (NPR)

- SFRTA will be airing public transportation messages on WLRN and WXEL, April through June, 2006. 70% of the radio spots will be aired during drive times, and 30% focusing on the senior market.
- A print ad will appear in Playbills for certain venues and performances.

BUS ROUTE/SCHEDULE ADDITIONS/CHANGES

- BCT will have its usual annual schedule changes in July.
- In July, Tri-Rail plans to add either 2 or 4 more trains per day. Operations' goal is to run 50 trains per day.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

- Ms. William stated that BCT was involved in a Commuter Benefits Campaign.

FDOT

- The discretionary grant cycle is in full swing for FY 07/08.
- Letters were sent to the various agencies to solicit new projects.
- FDOT has become more stringent with the application process whereas agencies are required to have projects "ready-to-go" within 6 months of execution and 18 months for construction. The deadline for this cycle is June 15th.

MIAMI-DADE TRANSIT

- Carpool package if 2 more people decide to use public transportation
- Discounted passes to Miami-Dade College reduces the \$75.00 monthly charge to \$37.50
- Heavy marketing of the Golden Passport to seniors.

PALM TRAN

- Ms. Agee announced that Paula Pereny is leaving Palm Tran for opportunities on the west coast of Florida.
- 14% increase in passengers over the same time last year
- URS Marketing grant is coming to a close
- New 4-color guidebooks will be ready at the end of the month
- Survey of Route 1 drivers is very positive
- Palm Tran has been awarded a new resident grant
- Palm Tran is marketing a 7-day pass packet

TRI-RAIL

No additional comments

OLD BUSINESS

None

NEW BUSINESS

With no further comments, the meeting adjourned at 4:00 p.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☒ Information Item

☐ Presentation

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

SUMMARY EXPLANATION AND BACKGROUND:

PROJECT DESCRIPTION:

The Florida Department of Transportation (FDOT) District 4 is leading a regional partnership that is conducting the South Florida East Coast Corridor (SFECC) Transit Analysis Study. The scope of this Transit Analysis Study (TAS) is to develop and analyze alternatives that potentially integrate passenger and freight transport along the SFECC, which is centered along the existing FEC Railway. The study will consider various alignments and transit technologies. Right-of-way on streets and areas parallel to the SFECC, as well as stretches of waterways, will be evaluated for the alternative transit routes. The different technologies that will be considered include bus, waterway transit, light-rail, commuter-rail, and heavy-rail.

PROJECT PURPOSE AND NEED:

Travel along the eastern portions of the three counties, mainly along I-95, U.S. 1 and Old Dixie/Federal Highway, has become increasingly difficult due to growth in development and traffic. Due to the area's economic growth, the need for freight transport along the existing railways into the area's airports and seaports has also increased. Therefore, a regional solution is being sought by the study partners to relieve roadway congestion along the roadways while providing the needed freight transport to the area. Additional transit service along the corridor would provide connectivity to existing and proposed transit (Tri-Rail, Metrorail, Miami streetcar, East-West Line in Broward). It would connect to the three major airports, Miami International, Fort Lauderdale-Hollywood International and Palm Beach International, as well as the four regional airports within the tri-county area, and to the seaports, Port of Miami, Port Everglades and Port of Palm Beach.

(Continued on Page 2)

EXHIBIT ATTACHED:

[Exhibit-1 – South Florida East Coast Corridor Transit Analysis Project Fact Sheet and Map](#)

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The study will also seek to assure that the increasing flow of freight to and from the seaports and airports adjacent to the FEC Railway is not affected if those tracks are shared with passenger rail service. Such sharing has been achieved successfully in many other areas of the country.

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

Recommended by: Jack Stephens 4/17/06 Approved by: YA
Department Director Date Contracts Director Date

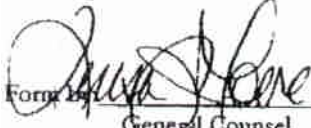
Authorized by: J. Mulvihill 4/17/06 Approved as to Form by: _____
Executive Director Date General Counsel Date

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  4/17/06
General Counsel Date

South Florida East Coast Corridor Transit Analysis

PROJECT FACT SHEET



<http://www.sfecstudy.com>

March / April 2006



PROJECT FACT SHEET

State Roads:	US-1 (SR-5), Dixie Highway (SR-811)
Rail Corridor:	Florida East Coast (FEC) Railway
Financial Management No.:	417031-1-22-01
Federal Aid Project No.:	FTAX004
FTA Grant No.:	FL-90-X372-07
Counties:	Miami-Dade, Broward, Palm Beach
Project Manager:	Scott P. Seeburger

Description of Work:

PD&E study (Tiered Programmatic Environmental Impact Statement) for a South Florida East Coast Corridor Transit Analysis (SFECCTA) from Miami (Central Business District at Port of Miami) to the Palm Beach/Martin County Line (County Line Road). A Project Location Map is enclosed.

Project History:

- 1989 – The State of Florida acquired a 72-mile section of the CSXT rail corridor from CSXT Railroad. This section is now called the South Florida Rail Corridor (SFRC) used by Tri-Rail, Amtrak and CSXT. CSXT retained a freight easement. The Florida East Coast (FEC) Railway was considered but was not available from FEC Industries at that time.
- 1993 – The Florida Department of Transportation FDOT completed a Transit Corridors Transitional Analysis which analyzed, in broad terms, the feasibility of various proposed transit corridors in Miami-Dade County, including the Northeast Corridor, which extended from Downtown Miami to the Broward County line along the FEC corridor.
- 2002 – Miami-Dade County initiated a consultant selection process for the performance of an Alternatives Analysis (AA) of the Northeast Corridor in 2002. This corridor segment is 13.6 miles in length.
- 2003 – The Florida Legislature established Florida's Strategic Intermodal System (SIS), a statewide network of high priority transportation facilities making up the core of Florida's transportation system.
- 2003 – The South Florida Regional Transportation Authority (SFRTA) begins Jupiter Corridor Alternatives Analysis. This corridor is 15.7 miles in length.
- 2004 – FEC Industries, the owner of the FEC Railway Corridor, requested the SFRTA to coordinate an overarching regional study of the entire corridor in the three (3) counties. FEC Industries indicated that it would not be possible for them to consider public use of the FEC right-of-way for transit when the corridor is being planned in a piecemeal way in individual, uncoordinated segments by different sponsoring agencies with uncoordinated project implementation schedules. Meetings involving the SFRTA, three MPOs, Miami-Dade County, and the FDOT were held and all agreed that FDOT District IV would be the lead agency for this project including contract award, and that all planning in the corridor would be discontinued and merged in with the larger study.

- 2004 – Both the SFRTA and Miami-Dade County incorporated the Jupiter Corridor Alternatives Analysis and the Northeast Corridor Study, respectively, into the forthcoming FDOT-led regional AA study of the Florida East Coast Corridor to encompass Palm Beach, Broward and Miami-Dade counties. The study limits were to extend from Downtown Miami to Jupiter, a corridor length of more than 82 miles. In July 2004, the SFRTA's Planning and Technical Advisory Committee also recommended that the Jupiter Corridor AA Study be folded into FDOT's study. The SFRTA Board of Directors had agreed to this FDOT request so that a concise study of the FEC Railway Corridor could proceed. The study was scheduled to begin in the spring of 2005.
- 2004 In November 2004, the FDOT selected the study consultant and began scope refinement and negotiations.
- 2005 Contract negotiations result in agreement on conducting a two-tiered Alternatives Analysis & Programmatic Environmental Impact Statement project. Contract execution was issued in July 2005, with Notice to Proceed delayed until September 2005 due to transferring study funds from FHWA to FTA.
- 2005 – FDOT begins the SFECCTA with Agency Kickoff Meetings held on December 12th (Miami-Dade County), December 15th (Broward County), and December 19th, 2005 (Palm Beach County) and the Advance Notification (AN) was mailed out on January 23rd, 2006. The AN is posted and available at the project website (go to the following link of the project homepage - <http://www.sfecctstudy.com/documents.html>)

Project Schedule:

The Study began in September 2005 with the expectation of a Class 1 (Tiered PEIS) Class of Action. A Transit Feasibility and Alternatives Analysis will be conducted in Tier 1 of the PEIS beginning with the AN. Traditional AN circulation supplements and provides a source of information for the federal and state resource as well as regulatory agencies participating in Florida's Efficient Transportation Decision Making (ETDM) Process, which this project is included in at the District 4 ETDM site (<http://etdmpub.fl-aetat.org/website/PublicInfo/jsp/district4.jsp>). While Tier 1 Analysis consists of a Regional Transit Alternatives Analysis, Tier 2 Analyses will consist of subsequent Sectional Alternatives Analyses (per independent section of the SFECCTA study area). The Tier 1 Draft PEIS is scheduled to be completed in August 2006 with the Tier 1 Final PEIS scheduled for completion in January 2007. The study should then transition to Tier 2 in April 2007. Tier 2 is envisioned to be in segments with an estimated range of 1.5 to 3.0 years for segmental studies, followed by Design/Right-of-Way Acquisition of 1.5 to 4.0 years and, finally, construction of operable segments from 1.5 to 5 years. This can be summarized as an estimated "short schedule" of 6 years through construction or a "protracted schedule" of 12 years through construction of all operable segments.

Project Costs:

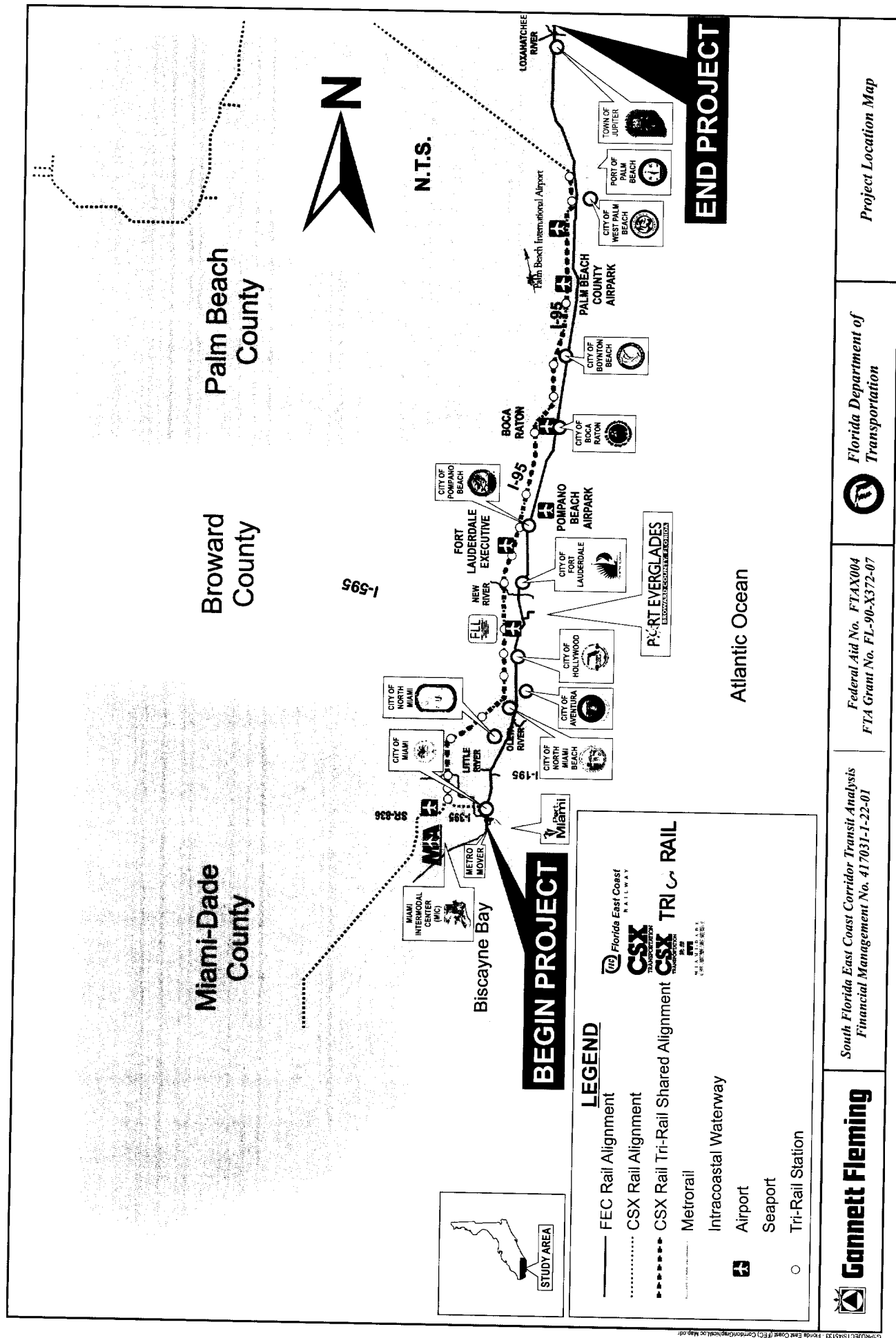
- PD&E Phase: \$4.0 Million for Tier 1 PEIS , Tier 2 Segmental Draft EIS costs to be determined (TBD) on an individual segment basis.
- Estimated Construction Costs: TBD – Will depend on alignment, technology, number and type of stations and other factors.

- Estimated Right-of-Way Costs: TBD – Will depend on alignment, technology, number and type of stations and other factors.

Project Issues:

- Schedule/Streamlining the NEPA Process (ETDM Process, etc.)
- Alternative Alignments and Technologies/Political Jurisdiction Boundaries
- Significant Impacts:
 - Environmental impacts (wetlands, other natural communities)
 - Noise impacts
 - Socio-economic impacts
 - Station placement
 - Controversy Potential

For more information, please visit the project website at <http://www.SFECCStudy.com>



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
BOARD MEETING: APRIL 28, 2006

AGENDA ITEM REPORT

☒ Information Item

☐ Presentation

RAIL~VOLUTION 2007 CONFERENCE
MIAMI, FLORIDA

SUMMARY EXPLANATION AND BACKGROUND:

The South Florida Regional Transportation Authority (SFRTA) and Miami Dade Transit (MDT) will be hosting the 2007 National Rail~Volution Conference to be held in Miami Beach on October 31st thru November 4, 2007.

In the past nine years, Rail~Volution has become the leading organization in shaping efforts nationwide to build livable communities with transit. Through education and advocacy, leading to increased public funds available for transit, Rail~Volution is helping to position transit as one of the major infrastructure solutions to growing concerns about traffic congestion and livability in America's towns and cities.

The Board of Directors and the National Steering Committee are the bodies responsible for the development of the various Workshops and Plenary Sessions, as well as development, oversight for the yearly conference's Mobile Workshops and the meeting's "Theme."

On May 16, 2006 both the SFRTA and MDT will be hosting a small reception of some members of the Rail~Volution Board and the National Steering Committee, along with a few key stakeholders in the South Florida region. The reception is planned for The Miami City Club, located at the Wachovia Financial Center in Miami. An invitation will be forwarded to all Board Members at a later date.

EXHIBITS ATTACHED: [Exhibit-1 - Rail~Volution 2006 Flyer](#)

Page two

RAIL~VOLUTION 2007 CONFERENCE
MIAMI, FLORIDA

Recommended by: Jack Stephens 4/17/06 Approved by: _____
Department Director Date Contracts Director Date

Authorized by: J. Giulietti 4/17/06 Approved as to Form by: [Signature] 4/17/06
Executive Director Date General Counsel Date

Rail-Volution 2006

CHICAGO, ILLINOIS
NOVEMBER 4-8, 2006

1.800.788.7077

fax: 302.436.1911

international: 302.436.4375

www.railvolution.com

info@railvolution.com

Rail-Volution

Building Livable Communities with Transit

1120 S.W. Fifth Avenue, Suite 800 Portland, Oregon 97204

NOVEMBER 4-8, 2006 ■ CHICAGO, ILLINOIS

At Rail-Volution 2006, participants should be prepared to both experience and help shape some of the newest strategies for creating livable communities. This year's conference promises to be as exciting and energetic as Chicago itself – truly one of the world's most progressive, lively and innovative metropolitan regions. ■ What better place for livability experts and enthusiasts to convene than the city known for its celebrated architecture, vibrant downtown, strong commitment to transit, international business economy, diverse collection of museums, rich history of music and culture, and world-famous restaurants? Birthplace of the landmark Burnham Plan in 1909, Chicago has a long, successful history as a place where forward thinking and thoughtful urban planning converge. ■ Join fellow conference participants – planning professionals, citizen activists, government officials, civic leaders, private developers, business leaders and others – all of whom bring a wealth of experience, lessons learned in their community, and creative solutions.

Engineering & Construction Executive Summaries March 2006

Segment 5 Construction

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

Substantial Completion has been issued for Work Areas 1 – 12; Sound Barrier Walls 1 – 7; Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Metrorail, and Mangonia Park Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur, and C-10.

During this reporting period punchlist work on the trackwork progressed. All except 6 upgrade crossings were completed.

Substantial completion was issued for West Palm Beach, Mangonia Park, and Metrorail Transfer Stations. Walkdowns for substantial completion were held for Hollywood Station and the West Palm Beach Operations Facility.

New River Bridge Construction

WGI completed construction of Drilled Shafts #16, #17, #18, #31 & #32. To date, a total of thirty-six out of forty drilled shafts are complete (Drilled Shafts 1-26, and 31-40).

Crosshole Sonic Logging (CSL) tests were conducted on Drilled Shafts #15, #16, #17, #22, #25, #26, #31 & #32. A total of thirty-five drilled shafts have received CSL testing as of this period (Drilled Shafts 1-17, 19-26 and 31-40).

WGI completed Columns #20 thru #25. As of this period, twenty-eight columns (Columns 1-14, 20-25, and 33-40) are complete. Likewise, eighteen pier caps are complete (Pier Caps 1-14, 20, 21 and 39, 40).

This month, no beams were installed. Preparation began for placing bridge deck concrete for the first 8 spans. WGI also completed diaphragms for Spans 5 through 8 and the north-side diaphragms for Spans 9 through 11. To date, 66 beams in total have been installed. To date, 8 diaphragms have been completed.

The USCG Headquarters in Washington, DC reviewed Section 7 Consultation of the USCG permit. Approval of the permit was received February 3, 2006.

Segment 5 Project Status Executive Summary for March 2006

CONSTRUCTION

All Segment 5 Double Track areas are now in service – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Substantial Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Substantial Completion was also issued for Sound Barrier Walls 1 – 7; Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, and Sheridan Street Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

Bridges - Total number: 24 bridges at 12 water crossings (11 new, 5 demolition and replacement, and 8 rehabilitate).

- All 11 New bridges are complete except punch list items: *All punchlist items are completed on the following bridges: C-10 Spur ML 1, C-12, C-15, E4 N ML1 and C-51; One (1) punchlist item remains open for each of the following bridges: E4 S, Lake Ida ML1, Lake Ida ML2 and C-16; Two (2) punchlist items remain open on the L-30 Canal Bridge; Three (3) punchlist items remain open on each of the following bridges: C-10 ML1, C-10 ML2, E4N ML2 Canal bridges;*
- Demo & Replace bridges: all four are complete {WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2)}; Dania Cut-Off C-11 (ML2) to be deleted.
- All 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1).

Earthwork

- Earthwork is complete in Work Areas 1 - 12 with only punchlist items remaining.

Grade Crossings - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete except for some punchlist work; 30 of 31 upgrade crossings have the civil work and signal work complete except for punchlist items open on some of the crossings. One remaining upgrade crossing still needs exit gate arms installed.

I-95 Sound Barrier Walls (1-7)

- Walls 1, 2, 3, 4, 5, 6, and 7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

Signals

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

Stations, Layover Facility, and Operations Center

- Construction complete (except punchlist): Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Mangonia Park, West Palm Beach and Metrorail Stations.
- Safety Certifications are outstanding at: West Palm Beach Operations and Layover facilities and Hollywood Station.

Trackwork

- Trackwork is completed in Work Areas 1 – 12, except for punchlist items.

Passenger Information System (PIS)

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation should be completed before the end of May 2006.

New River Bridge Project Executive Summary for March 2006

CONSTRUCTION PROGRESS: 36 Drilled Shafts Completed and 430 T-Walls Placed as of March 2006

Completed this month were Drilled Shafts #16, #17, #18, #31 and #32; Columns #21 - # 25; and CSL testing at shafts #15, #16, #25, #26, #31 and # 32. Completed to date are: thirty-six drilled shafts (Drilled Shafts 1-26, and 31-40), thirty-four CSL tests (Shafts 1-16, 19-26 and 31-40), twenty-six columns (Columns 2-14, 20 -25, and 33-39), and seventeen pier caps (Pier Caps 1-14, 20, 21 and 40).

To date, all beams have been installed at Spans 1 thru 11. To date, 16 diaphragms have been completed. Rebar for Deck Spans 1 and 2 was laid out.

At the south end of the Project, 98 T-Wall panels were installed this month. To date, a total of 430 out of 514 T-Wall panels have been placed.

At the north end of Project, the area for the northern T-Wall was graded and leveling pads were cast.

PERMITS: All SFRTA/Tri-Rail permits acquired

The City of Fort Lauderdale granted a 30-day noise permit extension for night work between 5:00 pm and 11:00 pm.

All environmental permits have been received (this includes the United States Coast Guard (USCG) Bridge Permit).

CONTRACT ADMINISTRATION: 42 Change Orders executed to date

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 42 Change Notices and executed 38 Change Orders.

Claims - To date, WGI has issued no claims and 11 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; denied RFCs No. 3, 4, 5, 10, and 11; and requested additional information for RFC No. 6. WGI has cancelled RFC No. 8.

PROJECT CONTROLS: Schedule Update 22NR

Schedule Control – January 2006 Schedule Update 21NR with a November 22, 2006 forecasted Substantial Completion date was reviewed and accepted with comments. Schedule Update 22NR (data date of February 28, 2006) is currently under review. The February 2006 Schedule Update 22NR has a forecasted Substantial Completion date of December 15, 2006, which is 359 calendar days beyond the Contract Substantial Completion date of December 21, 2005. This December 21, 2005 Substantial Completion date does not include an extension for the work suspension of 156 days from November 21, 2004 to March 11, 2005 (111 days work suspension plus 45 days remobilization), nor does it include the bascule bridge delays of 76 days recently agreed to by all parties. Change Order #38 – work suspension was issued on March 28, 2006, which granted time extension of 156 calendar days to the contract. The new Contract Substantial Completion date is May 26, 2006. The 22NR forecasted Substantial Completion date of December 15, 2006, which is 203 days beyond current Contract Substantial Completion date of May 26, 2006.

WGI Cost Control – WGI's Payment Application No. 26 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on March 15, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during February 2006. As of February 28, 2006, WGI has expended 69% of the contract price and 968 days of the Contract duration.

The PMC has expended \$ 4,028,481.08 (91.1%) of the PMC budget (\$4,421,324.21) and 1216 days (97.5%) of the Contract duration through February 28, 2006. The Fourteenth Amendment to the PMC NRB Phase III agreed in March 2006 with SFRTA/Tri-Rail extended the contract duration to March 31, 2007, twelve more months, at \$1,570,750.85, a current contract value of \$ 5,992,075.06 and Contract duration of 1612 days.

TECHNICAL SERVICES:

SFRTA/Tri-Rail reviewed the Fender System Design and the Scour Analysis.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING
APRIL 28, 2006

MARCH RIDERSHIP

Total monthly ridership for March is down 8.4 % when compared to March of last year. Weekday ridership decreased at the rate of 8.0% for March, the average weekday ridership in March 2006 was 9,462 per day versus 10,283 per day for 2005. Total weekend ridership decreased by 11.25% when compared to last year. Total Fiscal Year ridership is down by 11.5%, however March 2006 has the highest rider ship in this fiscal year.

Revenue is shown in Chart 3. Chart 2 shows rider ship month-to-month and Chart 1 combines revenue and rider ship month-to-month.

<u>Riders</u>	Actual March 2006	Actual March 2005	March '06 vs.'05 %	FY 06 Rider ship To Date	FY 05 Rider ship To Date	FYTD '06 vs.'05 %
M-F	217,633	236,516	-8.0%	1,578,934	1,803,213	-12.4%
Saturday	17,067	18,588	-8.2%	142,030	154,499	-8.1%
Sunday	13,878	16,280	-14.8%	111,476	125,158	-10.9%
Holidays	0	0	0.0%	25,604	17,655	45.0%
	248,578	271,384	-8.4%	1,858,044	2,100,525	-11.5%

Note: Rider ship figures are based on daily reports from Herzog.

Chart 1 - SFRTA Riders and Revenue Trends

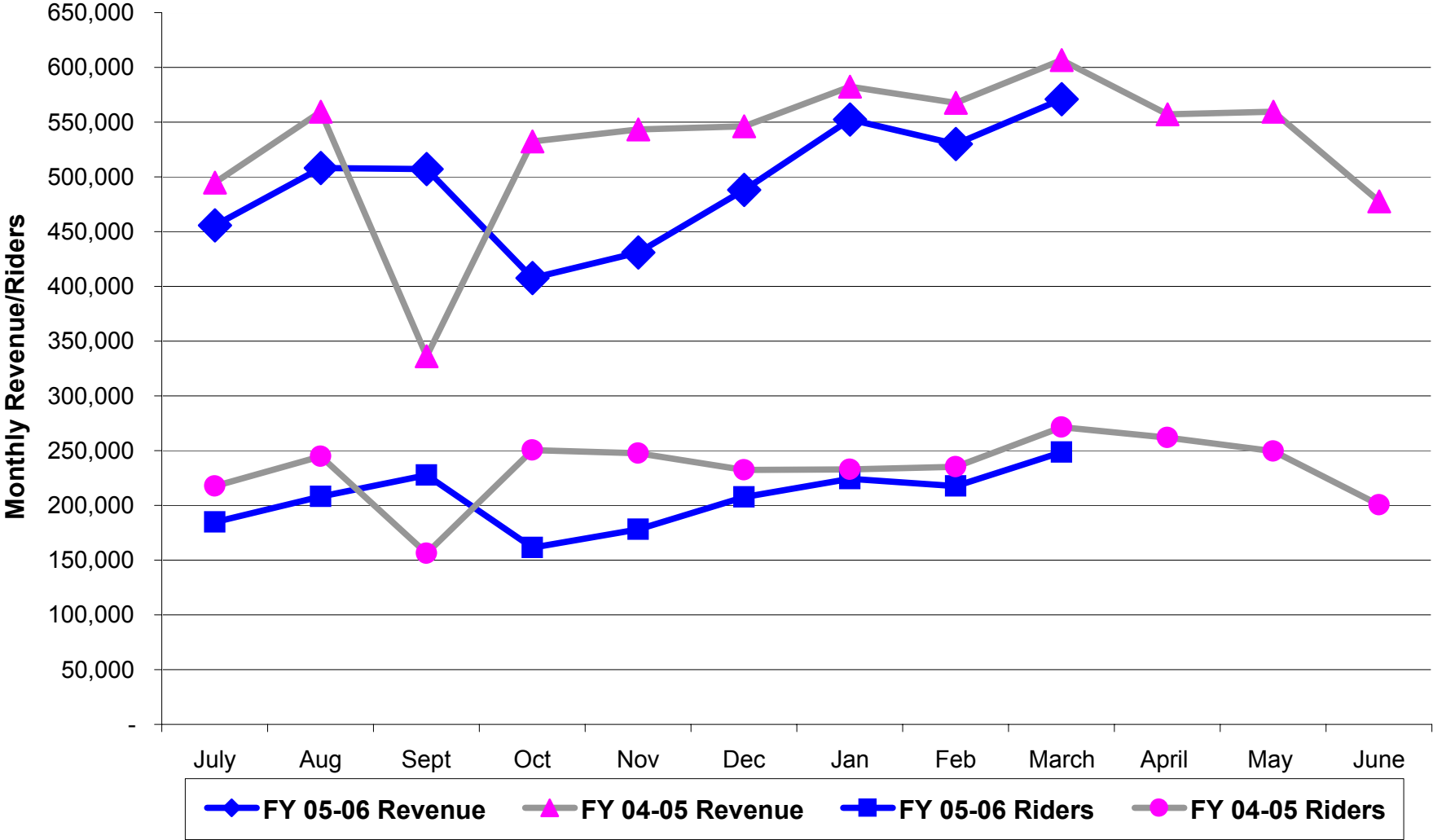


Chart 2 - SFRTA Riders

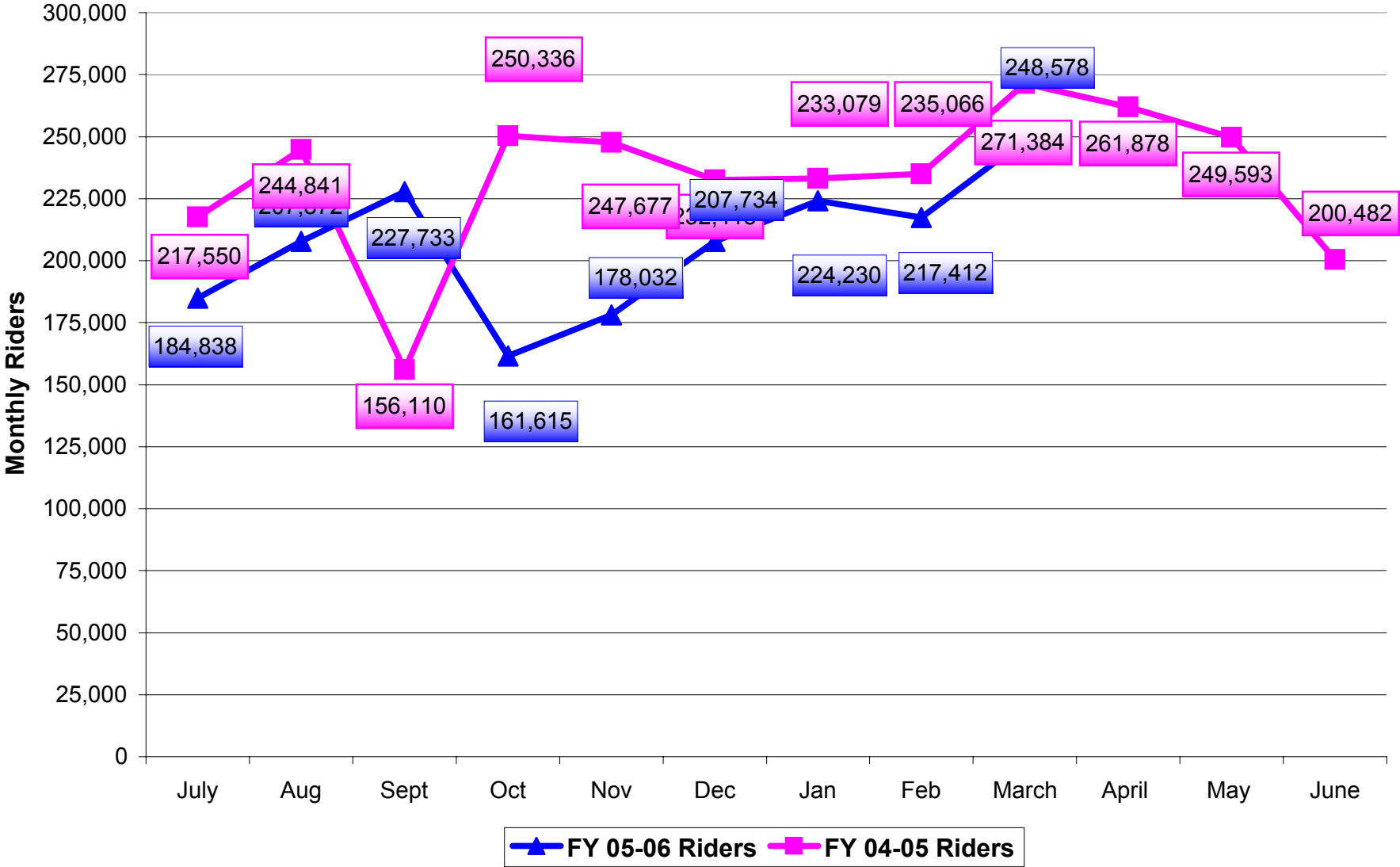
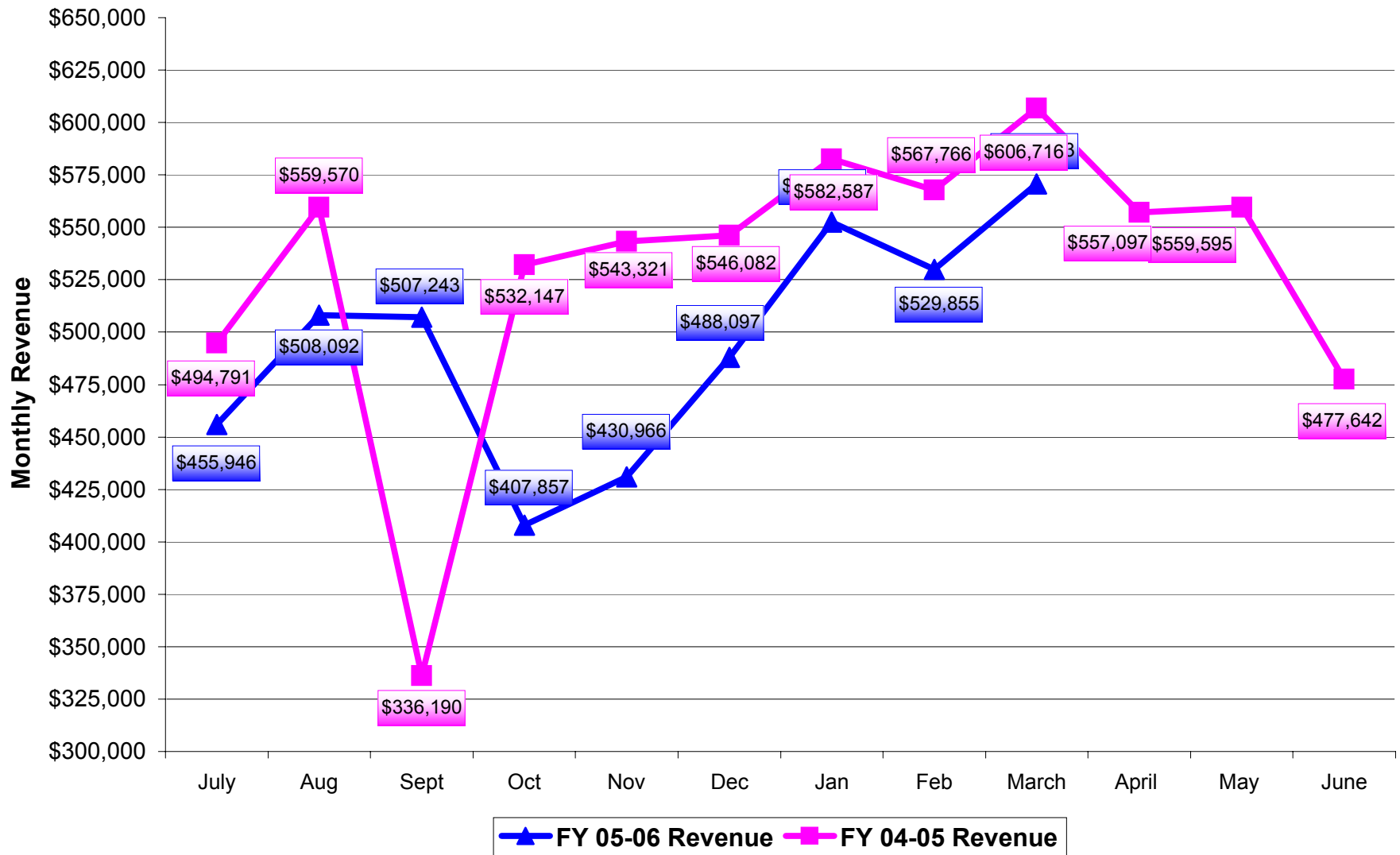


Chart 3 - SFRTA Revenue





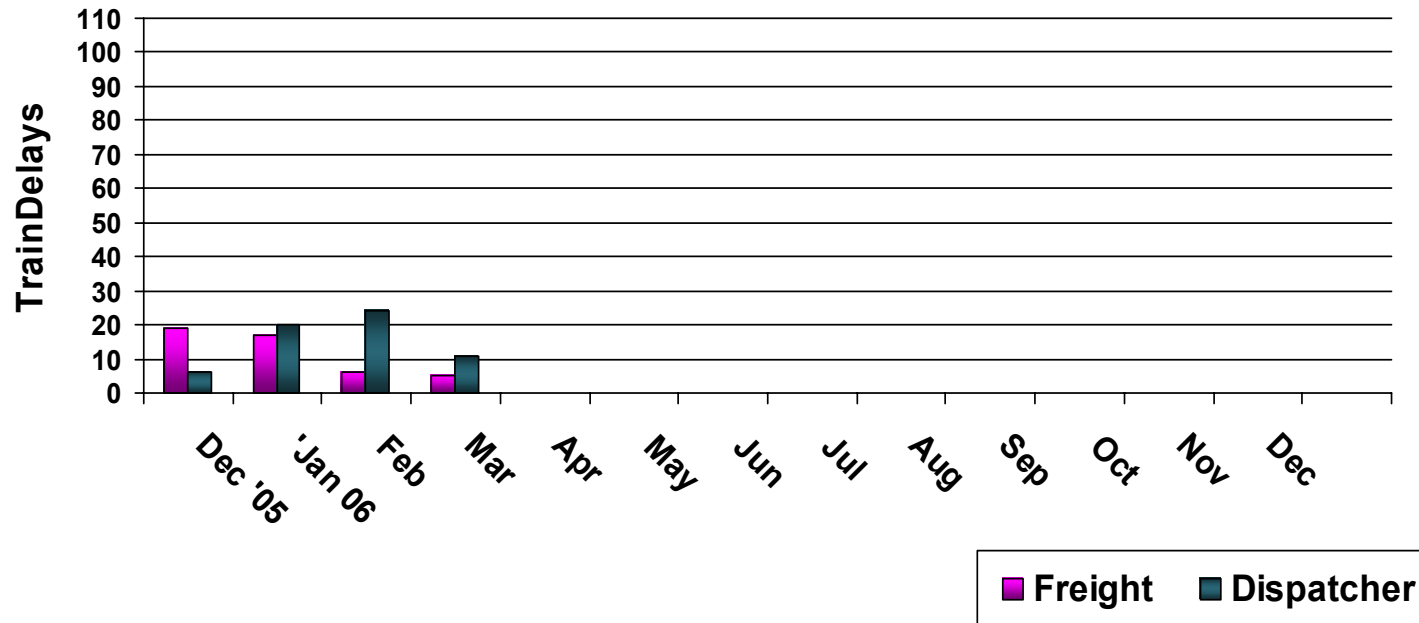
MARCH 2006 ON TIME PERFORMANCE

Causal Analysis Summary

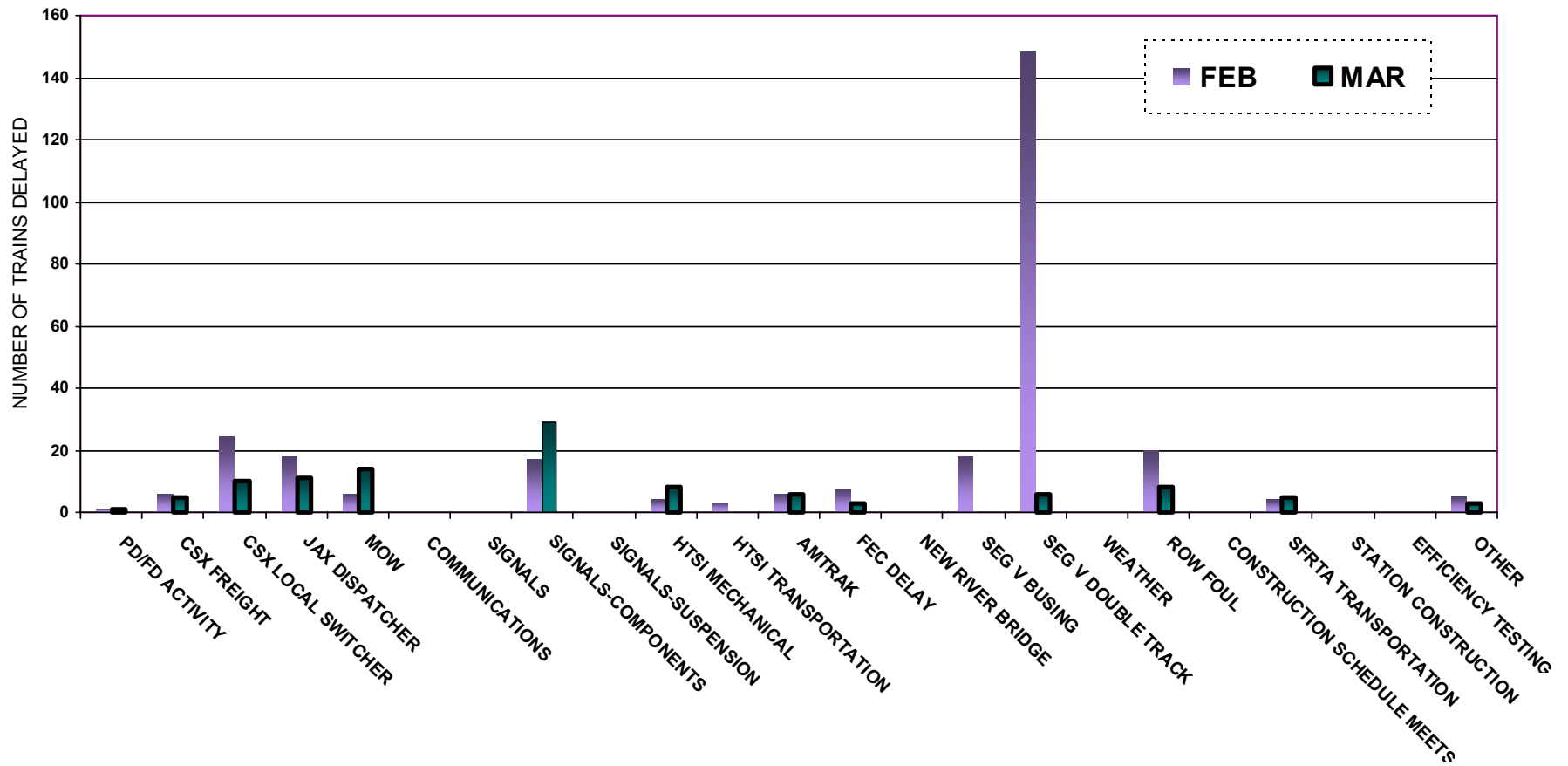
OTP End To End			87.1%
OTP Station To Station			74.9%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	1	1	0.1%
SUB-TOTAL	1	1	0.1%
CSX AGREEMENT			
CSX FRIEGHT	3	5	0.6%
LOCAL SWITCHER	5	10	1.2%
JAX DISPATCHER	7	11	1.3%
MOW	10	14	1.7%
SUB-TOTAL	25	40	4.7%
OUTSIDE CSX			
COMMUNICATIONS	0	0	0.0%
SIGNALS	0	0	0.0%
SIGNALS-COMP.	13	29	3.4%
SUB-TOTAL	13	29	3.4%
SIGNALS – SUSPENSION	0	0	0.0%
HTSI MECHANICAL	3	8	0.9%
HTSI TRANSPORTATION	0	0	0.0%
AMTRAK	6	6	0.7%
FEC DELAY	3	3	0.4%
NEW RIVER BRIDGE	0	0	0.0%
SEGMENT V BUSING	0	0	0.0%
SEGMENT V DOUBLE TRACK	4	6	0.7%
WEATHER	0	0	0.0%
ROW FOUL	4	8	0.9%
CONSTRUCTION SCHEDULE MEETS	0	0	0.0%
SFRTA TRANSP.	4	5	0.6%
STATION CONSTRUCTION	0	0	0.0%
EFFICIENCY TESTING	0	0	0.0%
OTHER	3	3	0.4%
SUB-TOTAL	27	39	4.6%
TRAINS DELAYED		109	12.9%
TRAINS ON TIME		735	87.1%
TOTAL		844	100.0%



CSXT JAX Dispatcher & Freight Delays 2006

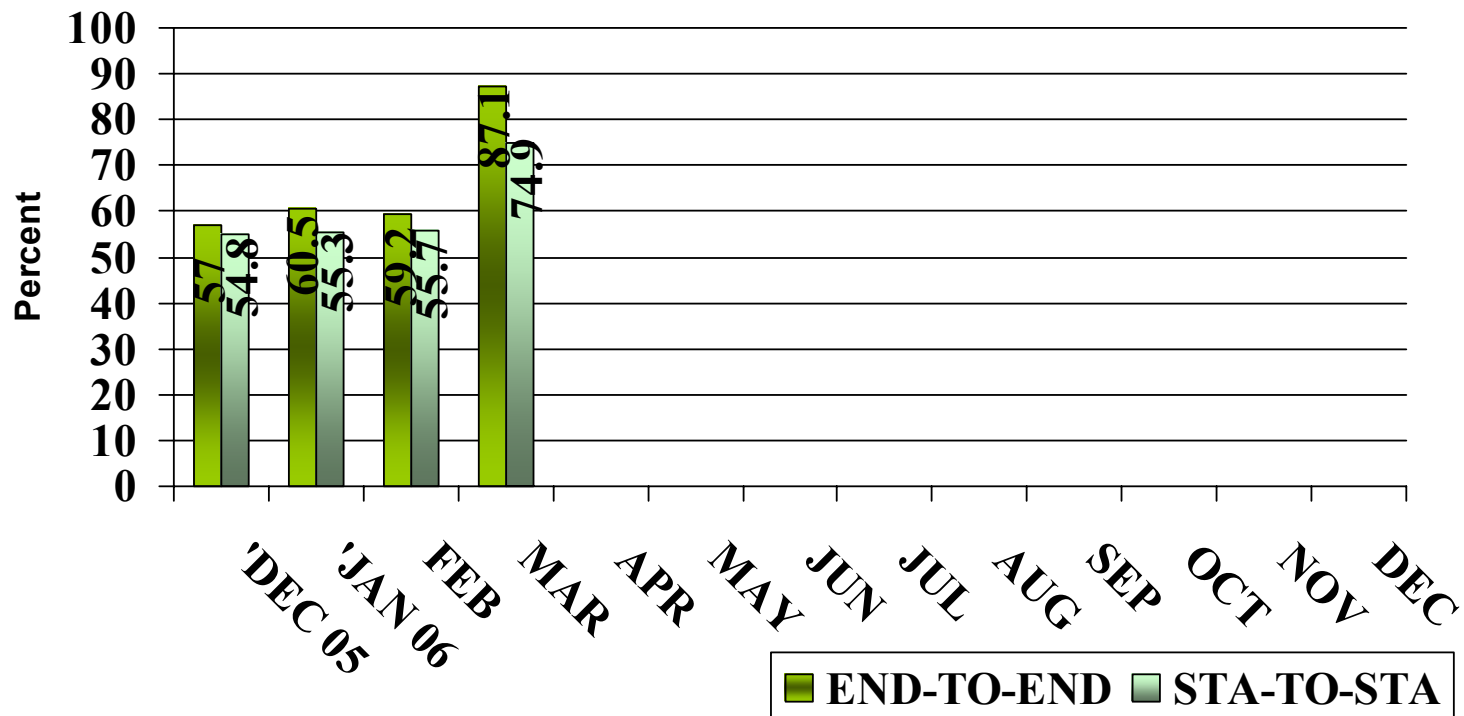


TRAIN DELAYS 2006



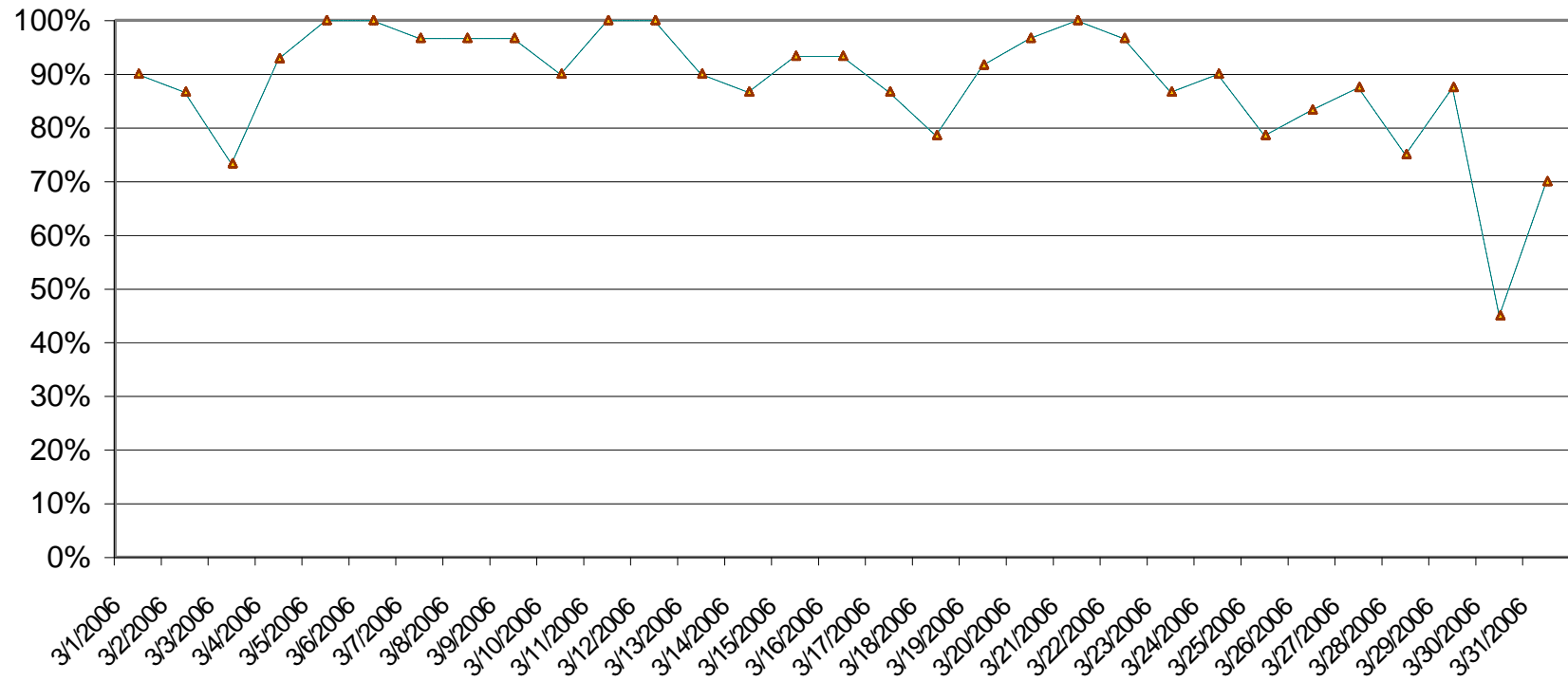


On-Time Performance Calendar Year 2006



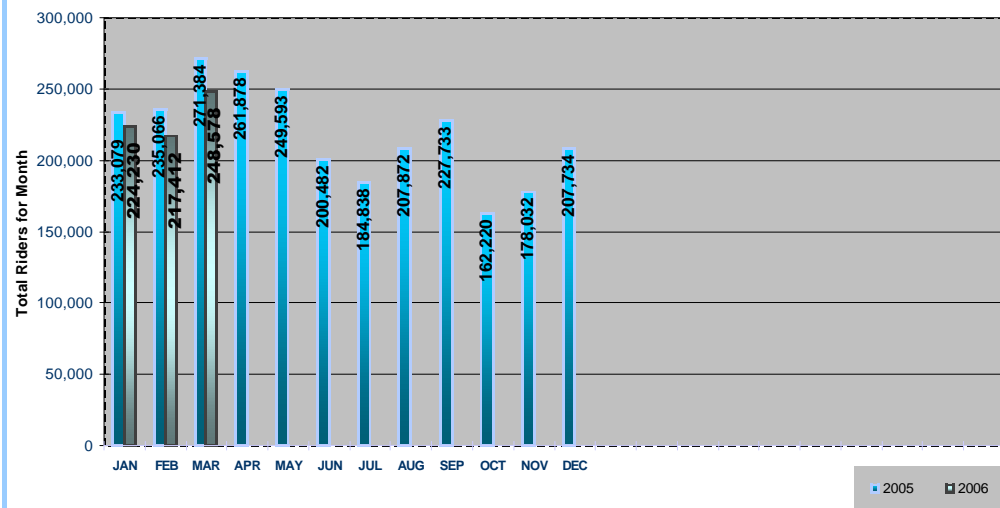


ON TIME PERFORMANCE END TO END - MARCH 2006



Total Delays: Signals/comp 29; MOW 14; Dispatch 11; CSX local switcher 10

SFRTA-Tri-Rail Monthly Ridership 2006



AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR MARCH 2006 BOARD OF DIRECTORS MEETING April 28, 2006

EMPLOYER DISCOUNT PROGRAM

- The Employer Discount Program (EDP) added 15 new employers and 136 new employees during the month of March.
- The total number of EDP tickets recorded as sold in March was 1672 and the total revenue generated was \$72,594.

The following companies joined the Employer Discount Program (EDP) in March:

Employer	City	Enroll Date
MDVIP, Inc.	Boca Raton	3-02-06
Ellen Jacoby Casting International	Miami	3-03-06
Consultis	Boca Raton	3-27-06
Kanner & Pinaluga Attorneys-at-Law	Boynton Beach	3-27-06
Medvance Institute	West Palm Beach	3-27-06
Residence Inn by Marriott	West Palm Beach	3-27-06
Signature Health Group	Deerfield Beach	3-27-06
Speedquest Corporation	Key Biscayne	3-27-06
Stone Tech International Marble & Granite, Inc.	Riviera Beach	3-27-06
Webb Relocation Moving Specialist	Boynton Beach	3-27-06
Dixie Plumbing Service, Inc.	Pompano Beach	3-28-06
City of North Miami	North Miami	3-31-06
Gaedeke Group, L.L.C.	West Palm Beach	3-31-06
Rosedale Land & Title co., L.L.C.	North Palm Beach	3-31-06
Union Flooring, L.L.C.	Miami	3-31-06

EDP SALES MISSIONS

March:

Medvance	West Palm Beach
Palm Beach County Public Schools	West Palm Beach
Cosmo International	Deerfield Beach
United States Dept. of Commerce (NOAA Fisheries)	Miami
First American Title Insurance Company	West Palm Beach
Stone-Tech International	West Palm Beach
American Airlines MIA	Miami

South Baptist Hospital	Ft. Lauderdale
Holy Cross Hospital	Ft. Lauderdale
JM Family Enterprises	Deerfield Beach
Tyco	Boca Raton
Access Worldwide	Boca Raton
Nassau Candy South/Riviera Beach	Riviera Beach
Signature Health Group	Hialeah
MC Velar Construction	Hialeah
Dallas Airmotive	Boynton Beach
Allied Vision Group	Ft. Lauderdale
Alteon	Miami
Concrete Reinforcing Products	Ft. Lauderdale

SEGMENT 5 COMMUNITY OUTREACH

The COT continued to meet on a weekly basis to disseminate information about Segment 5 activities to passengers, elected officials, affected communities and the general public. A focus of their efforts was dedicated to planning a Segment 5 completion celebration.

NEW SCHEDULE

A comprehensive marketing program has been developed to promote the increase in service that will include new creative, public relations, advertising, promotions and special events. Key components of the program include print inserts in the Palm Beach Post, Sun-Sentinel, Miami Herald, and South Florida Business Journal; mailings to tri-county Chambers of Commerce members, distributions to airline passengers leaving all three international airports, and a collaboration with Pollo Tropical. Advertising buys will include television and radio and has been scheduled to reach the Anglo, Hispanic, Creole and business markets. The campaign will run April through June, with the highest concentration of media set for May 1-21. A Customer Appreciation Day has been scheduled for May 2, 2006, and will include festivities and giveaways at select stations.

STUDENT OUTREACH

Marketing Staff members visited two campuses of ATI Career Training Centers to provide travel and job search information to students enrolled in vocational and Associates Degree programs.

TRAIN SAFETY AWARENESS WEEK

Marketing staff members coordinated SFRTA volunteer scheduling and organized an April training session for this train-safety event which will be occurring throughout Miami-Dade, Broward and Palm Beach counties in mid-April.

DEERFIELD BEACH EARTH DAY

Marketing staff members coordinated the promotion of Earth Day events planned by the City of Deerfield Beach. The event is supported in the newsletter and through the donation of complimentary tickets. The tickets will be awarded to winning students competing in Earth Day-related contests. Students will take field trips onboard Tri-Rail trains as a reward.

LAKE WORTH CHAMBER OF COMMERCE

Marketing staff established an agreement with the Greater Lake Worth Chamber of Commerce whereby the Chamber will provide trolley transportation to/from selected Lake Worth special events. The first event will be the Reggae Fest & Caribbean Carnival. Lake Worth will also promote use of travel via Tri-Rail to business and community groups in the area.

DANIA BEACH CHAMBER

Marketing staff members attended the monthly Chamber meeting and discussed upcoming events.

DOWNTOWN FT. LAUDERDALE TMA (DFTL/TMA)

Marketing staff members attended the March meeting and discussed the reorganization of the Advisory Board, its duties and frequency of meetings.

SFEC/TMA

Marketing staff members met with SFEC/TMA Board members and were advised of SFEC/TMA's television and radio PSAs promoting train and bus travel to the campuses. Over \$20,000 in advertising was provided at no cost to SFRTA. Ridership figures for this route also show an increase of 15% over last year.

MIAMI-DADE PRE-TAX PROGRAM OUTREACH

Marketing staff continued its partnership with the Miami-Dade Public Relations Department in promoting the Pre-Tax Program at several locations throughout the County. The program will permit employee purchase of Tri-Rail tickets on a pre-tax basis.

TENET HEALTH CARE

Marketing staff members promoted the Employer Discount Program and accepted new members during outreach efforts.

MEET & GREET

Marketing staff members coordinated the monthly *Meet & Greet* event at the West Palm Beach Station where passengers were provided with educational and promotional materials along with snacks and beverages.

TELEMUNDO

Marketing staff members promoted the Employer Discount Program and educated employees on the advantages of travel via Tri-Rail. Outreach efforts were conducted in both English and Spanish.

SENIORS

Marketing staff conducted research and established preliminary contacts to promote travel by Tri-Rail for residents of senior complexes within the Tri-County area.



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

March 2006

Budgeted Income Statement

Revenue:

For March 2006 year-to-date (YTD) actual revenue is down \$471,076 or 9% when compared to the FY 2005/06 YTD budgeted revenue. Although total revenue is down due to a decrease in ridership, the SFRTA is still within budget as actual expenses for the year is \$1,671,334 below budget (see Expenses below).

Expenses:

Currently, expenses are \$1,671,334 or 6% below budget. All expenses except for train fuel are well within budget. Staff is currently monitoring the price of fuel. As of September 1, 2005, the price per gallon was \$2.38. Fuel was budgeted at \$1.85.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
3/01/06 TO 3/31/06

REVENUE	MARCH 2006 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$570,783	\$4,358,325	\$4,779,000	(\$420,675)	\$6,529,000	\$2,170,675
Interest Income / Other Income	10,555	147,724	198,125	(50,401)	320,000	172,276
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$581,339	\$4,506,049	\$4,977,125	(\$471,076)	\$6,849,000	\$2,342,951
OPERATING ASSISTANCE						
FDOT Operating JPA	\$399,531	\$6,590,515	\$6,611,015	(20,500)	\$6,819,000	\$228,485
FDOT Feeder Service JPA	517,000	1,122,450	1,500,000	(377,550)	2,000,000	877,550
FDOT-DMU Assistance	-	-	412,395	(412,395)	1,649,578	1,649,578
FDOT-Marketing Grant	-	-	-	-	141,000	141,000
FHWA	131,586	3,545,669	3,568,414	(22,745)	4,000,000	454,331
FTA Assistance	699,688	5,969,118	6,016,636	(47,518)	9,128,325	3,159,207
Counties Contribution	923,563	4,429,063	4,429,814	(751)	6,819,000	2,389,937
Broward Co. Feeder Service	-	175,153	454,721	(279,568)	606,294	431,141
Other Local Funding	42,581	142,581	181,812	(39,231)	569,800	427,219
TOTAL ASSISTANCE	\$2,713,948	\$21,974,548	\$23,174,806	(\$1,200,258)	\$31,732,997	\$9,758,449
TOTAL REVENUE	\$3,295,286	\$26,480,597	\$28,151,931	(\$1,671,334)	\$38,581,997	\$12,101,400

EXPENSES	MARCH 2006 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2005-06 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	1,546,866	14,933,030	15,235,377	302,346	21,349,554	6,416,524
Personnel Services	792,121	5,252,962	5,568,150	315,188	7,424,200	2,171,238
Train Fuel Contract	335,787	2,561,167	2,484,997	(76,170)	3,295,000	733,833
Feeder Service	331,369	1,779,636	2,394,699	615,064	3,229,290	1,449,655
General & Administrative Expenses	103,874	1,113,005	1,194,126	81,121	1,584,510	471,505
Marketing Expenses	175,404	713,214	786,915	73,701	1,049,220	336,006
Professional Fees	42,267	377,784	662,250	284,466	883,000	505,216
Reserve	-	-	375,000	375,000	500,000	500,000
Expenses Transferred to Capital	(32,400)	(250,200)	(549,583)	(299,383)	(732,777)	(482,577)
TOTAL EXPENSES	\$3,295,286	\$26,480,597	\$28,151,931	\$1,671,334	\$38,581,997	\$12,101,400



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During March 2006, the SFRTA's Accounts Payable division processed 351 invoices totaling \$10,480,902.85 and disbursed 264 checks, excluding payroll, totaling \$10,551,187.49.

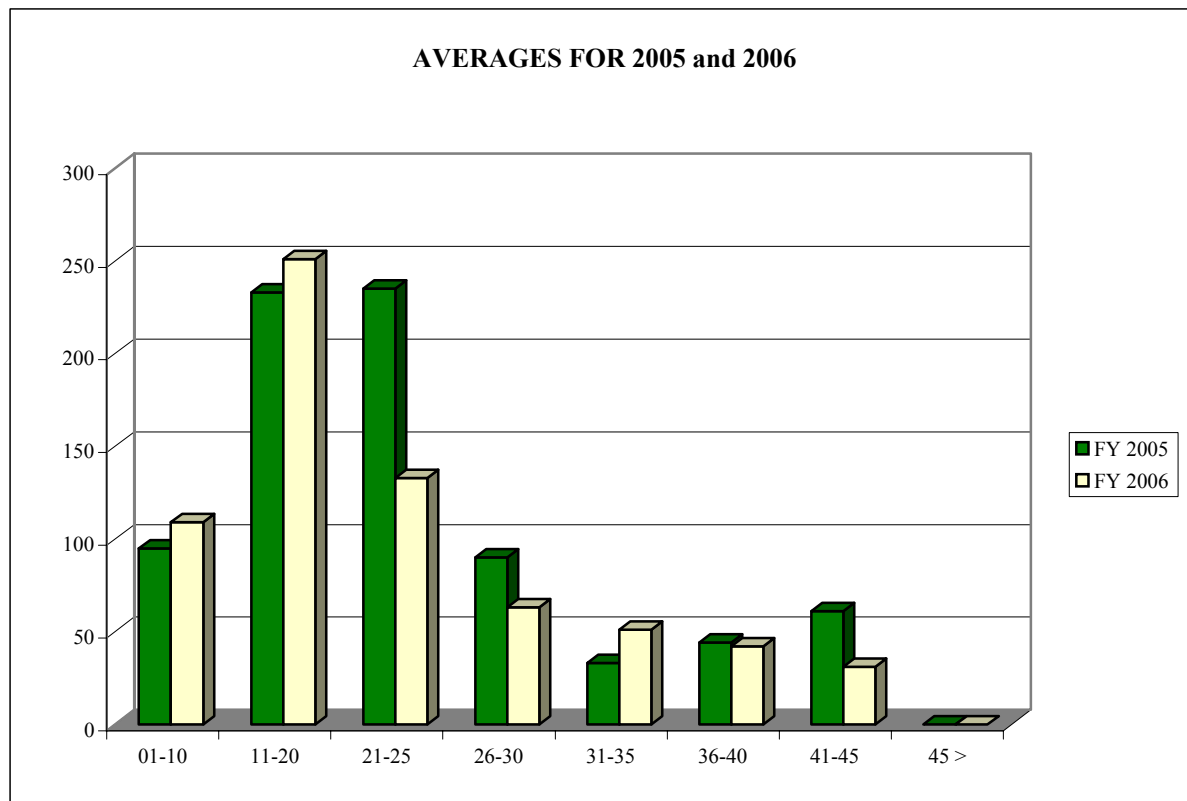
Invoices over \$2,500 represent 28.0% (74 checks) of all invoices processed in the month of March, and represent 94.0% of the value (\$9,915,128.72) of all checks processed in March 2006.

Accounts Payable processed 66.2% (49 checks) of the checks over \$2,500 within the 21-25 days, with 78.4% (58 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - MARCH 2006
FOR INVOICES \$2,500 AND OVER

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2005 TO JUNE 2006		MONTHLY AVERAGE JULY 2004 TO JUNE 2005	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	16.0%	0 -10 Days	12.0%
11-20 Days	36.9%	11-20 Days	29.5%
21-25 Days	19.6%	21-25 Days	29.7%
26-30 Days	9.3%	26-30 Days	11.4%
31-35 Days	7.5%	31-35 Days	4.2%
36-40 Days	6.2%	36-40 Days	5.6%
41-45 Days	4.6%	41-45 Days	7.7%
Over 45 Days	0.0%	Over 45 Days	0.0%



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: APRIL 28, 2006
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
MARCH 1, 2006 TO MARCH 31, 2006

INVOICE CYCLE	NO. INVOICES	PERCENT OF TOTAL	ACCUM %
0-10 days	9	12.2%	12.2%
11-20 days	27	36.5%	48.6%
21-25 days	13	17.6%	66.2%
26-30 days	9	12.2%	78.4%
31-35 days	8	10.8%	89.2%
36-40 days	6	8.1%	97.3%
41-45 days	2	2.7%	100.0%
Over 45 days	0	0.0%	100.0%
TOTAL INVOICES	74	100.0%	

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: APRIL 28, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 TO MARCH 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
2/8/2006	2/8/2006	3/1/2006	3/9/2006	29	BELLSOUTH	Reg Summary Bill -02/06	33,364.15
2/16/2006	2/23/2006	3/1/2006	3/9/2006	21	BV OIL COMPANY	Train Fuel -02/08-09/06	103,826.58
2/9/2006	2/27/2006	3/1/2006	3/9/2006	28	ERICKS CONSULTANTS	Legal Consulting Services -01/06	25,000.00
2/20/2006	2/23/2006	3/1/2006	3/27/2006	35	HERZOG TRANSIT SERVICE	Station Maintenance -07/05-01/06	32,509.60
2/17/2006	2/23/2006	3/1/2006	3/27/2006	38	HERZOG TRANSIT SERVICE	Base Compensation -02/15-02/28/06	499,573.00
2/21/2006	2/23/2006	3/1/2006	3/9/2006	16	MERIDIAN MANAGEMENT	Station Maintenance -01/06	93,529.18
2/16/2006	2/24/2006	3/1/2006	3/9/2006	21	PRINTING CORPORATION	Printing Services	11,250.00
2/19/2006	2/24/2006	3/1/2006	3/3/2006	12	TYLER WORKS/EDEN DIVISION	Computer Support -FY06	28,783.75
2/10/2006	2/12/2006	3/1/2006	3/27/2006	45	WACKENHUT CORPORATION	Security Officers W/E 12/19-25/05	72,799.32
2/27/2006	3/3/2006	3/3/2006	3/3/2006	4	UNUM LIFE INSURANCE	SFRTA Agency Life Insurance	3,835.57
2/1/2006	2/16/2006	3/6/2006	3/10/2006	37	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	52,119.35
2/1/2006	2/16/2006	3/6/2006	3/6/2006	33	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	55,100.49
2/1/2006	2/16/2006	3/7/2006	3/7/2006	34	FLORIDA DIVISION OF RETIREMENT	SFRTA Retirement -03/06	34,067.08
2/10/2006	2/16/2006	3/9/2006	3/27/2006	45	AMBASSADOR PRINTING	Printing Services	2,890.00
2/23/2006	2/27/2006	3/9/2006	3/27/2006	32	BITNER GOODMAN	Marketing Supplies -02/06	7,029.00
2/28/2006	3/6/2006	3/9/2006	3/27/2006	27	CSX TRANSPORTATION	Bridge Tender -01/19-02/10/06	4,263.53
3/2/2006	3/2/2006	3/9/2006	3/27/2006	25	FLORIDA POWER & LIGHT	Station Utilities 03/06	6,979.47
2/23/2006	3/3/2006	3/9/2006	3/27/2006	32	GREENBERG TRAURIG	General Counsel 03/06	10,416.66
2/28/2006	3/7/2006	3/9/2006	3/27/2006	27	WACKENHUT CORPORATION	Security Officers W/E -02/13-29/06	117,090.60
3/8/2006	3/10/2006	3/9/2006	3/27/2006	19	PRE TAX BENEFITS	SFRTA Agency Pretax Insurance 04/06	3,745.21
3/8/2006	3/10/2006	3/9/2006	3/27/2006	19	STATE OF FLORIDA GROUP	SFRTA Agency Health Insurance 04/06	59,831.84
3/2/2006	3/8/2006	3/16/2006	3/20/2006	18	ACORDIA WPB DIVISION	Workers Comp Insurance	2,596.33
3/10/2006	3/14/2006	3/16/2006	3/20/2006	10	BITNER GOODMAN	Marketing Supplies -02/06	21,207.69
3/13/2006	3/16/2006	3/16/2006	3/20/2006	7	NEXTEL COMMUNICATIONS	SFRTA Cellular 03/19/06	2,912.00
3/7/2006	3/14/2006	3/16/2006	3/20/2006	13	SUNRISE SECURITY AGENCY	Station Maintenance -03/06	3,900.00
3/17/2006	3/17/2006	3/17/2006	3/17/2006	0	EQUAL EMPLOY OPPORTUNITIES	EEOC Training -03/06	2,600.00
3/10/2006	3/14/2006	3/22/2006	3/24/2006	14	BITNER GOODMAN	Marketing Supplies -03/06	100,876.40
3/22/2006	3/22/2006	3/22/2006	3/24/2006	2	COPANS ROAD ASSOCIATES LLP	Administrative Office Rent	8,140.29
3/3/2006	3/10/2006	3/22/2006	3/29/2006	26	HERZOG TRANSIT SERVICE	Mobilization -02/06	110,811.00
2/22/2006	3/10/2006	3/22/2006	3/24/2006	30	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -02/01-15/06	54,663.75
3/6/2006	3/14/2006	3/22/2006	3/24/2006	18	POTOMAC TECHNOLOGY	Station Maintenance -02/06	15,900.00
3/22/2006	3/22/2006	3/22/2006	3/23/2006	1	PROLOGIS TRUST	Administrative Office Rent	21,078.27
3/8/2006	3/13/2006	3/22/2006	3/29/2006	21	WACKENHUT CORPORATION	Security Services -W/E 02/20-26/06	58,002.90
3/22/2006	3/22/2006	3/22/2006	4/7/2006	16	FLORIDA POWER & LIGHT	Station Utilities -03/06	6,774.25

OPERATING EXPENSES

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: APRIL 28, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 TO MARCH 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
3/10/2006	3/15/2006	3/23/2006	3/24/2006	14	BELLSOUTH	SFRTA Telephone Services -03/06	28,203.99
3/13/2006	3/16/2006	3/23/2006	3/24/2006	11	FISHKIND & ASSOCIATES	BR San Remo Analysis -03/06	5,000.00
3/6/2006	3/10/2006	3/23/2006	3/29/2006	23	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -02/16-28/06	48,963.75
3/3/2006	3/16/2006	3/23/2006	3/29/2006	26	PALM TRAN	Palm Beach Feeder Svcs -02/06	55,555.56
3/13/2006	3/16/2006	3/23/2006	3/29/2006	16	PASSPORT PUBLICATIONS	Marketing Supplies -03/06	4,020.00
3/3/2006	3/10/2006	3/23/2006	3/24/2006	21	S FL EDUCATION CENTER	Feeder Svcs -02/06	7,264.20
3/23/2006	3/23/2006	3/23/2006	3/27/2006	4	UNITED STATES POSTAGE SERVICE	Postage -03/06	8,000.00
3/20/2006	3/20/2006	3/24/2006	3/29/2006	9	FLORIDA POWER & LIGHT	Station Utilities -03/06	8,232.85
3/16/2006	3/29/2006	3/29/2006	4/7/2006	22	ASCOM TRANSPORT SYSTEMS	TVM Computer Support -03/06	13,060.00
3/6/2006	3/29/2006	3/29/2006	4/7/2006	32	BV OIL COMPANY	Train Fuel -02/15-26/06	305,408.02
3/3/2006	3/27/2006	3/29/2006	4/7/2006	35	C2 GROUP LLC	FED/LEG Consult -02/06	8,167.00
3/16/2006	3/29/2006	3/29/2006	4/7/2006	22	HERZOG TRANSIT SERVICE	Station Maintenance -02/06	69,562.26
3/2/2006	3/28/2006	3/29/2006	4/7/2006	36	IKON OFFICE SUPPLIES	Copier Service -03/06	2,788.19
3/20/2006	3/28/2006	3/29/2006	4/7/2006	18	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -03/01-15/06	54,663.75
3/16/2006	3/28/2006	3/29/2006	4/7/2006	22	MERIDIAN MANAGEMENT	Station Maintenance -02/06	93,529.18
				49	TOTAL OPERATING EXPENSES		\$ 2,379,886.01

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: APRIL 28, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
MARCH 1 TO MARCH 31, 2006

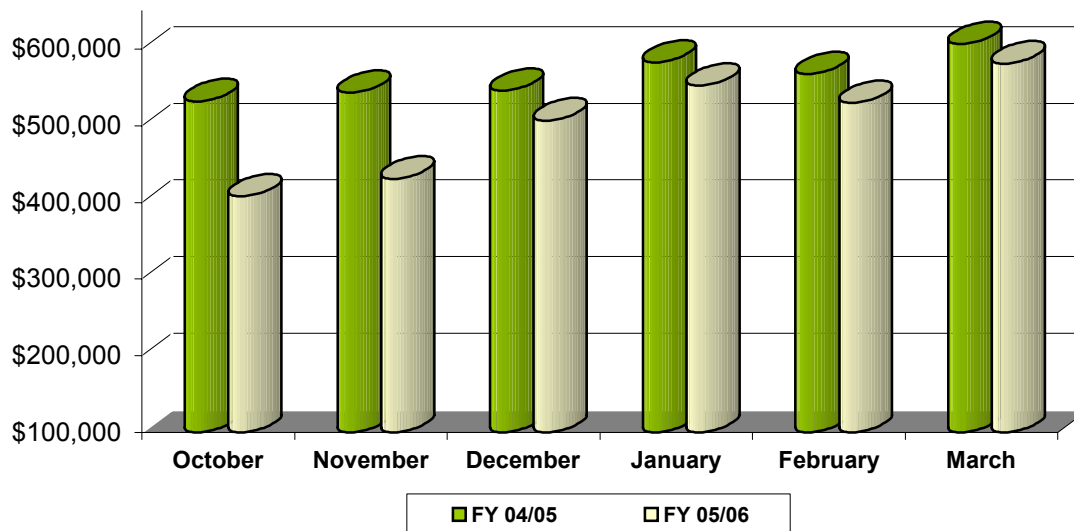
RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
CAPITAL EXPENSES							
2/22/2006	2/24/2006	3/1/2006	3/3/2006	9	TYLER WORKS/EDEN DIVISION	Retirement Plan Project -FY06	3,225.00
2/17/2006	2/23/2006	3/1/2006	3/9/2006	20	HERZOG TRANSIT SERVICE	Coach Maintenance -12/05	44,566.16
1/29/2006	2/21/2006	3/1/2006	3/9/2006	39	DELL	Computer Equipment -02/06	6,626.18
2/15/2006	2/15/2006	3/3/2006	3/3/2006	16	MID CAR AMERICA CAR INC	LOCO Overhaul -12/05	77,935.56
2/21/2006	3/21/2006	3/8/2006	3/8/2006	15	WASSEMER PAINTING	New Office Painting -03/06	2,975.00
3/2/2006	3/16/2006	3/9/2006	3/15/2006	13	GOV CONNECTION INC	Computer Equipment -02/06	2,644.04
2/28/2006	3/8/2006	3/9/2006	3/15/2006	15	CSX TRANSPORTATION	BCP Installation -02/06	16,204.83
2/28/2006	3/7/2006	3/9/2006	3/15/2006	15	HDR ENGINEERING INC	Holland Pk Mitigation -02/06	6,982.36
2/27/2006	3/16/2006	3/9/2006	3/15/2006	16	PARSONS TRANSPORTATION	MIA Consulting Services -01/27/06	16,449.44
2/15/2006	2/15/2006	3/10/2006	3/10/2006	23	WASHINGTON GROUP INTL	New River Bridge -01/06	2,879,862.88
3/6/2006	3/8/2006	3/16/2006	3/17/2006	11	TYLER WORKS/EDEN DIVISION	Software Support -03/06	4,875.00
2/9/2006	2/28/2006	3/16/2006	3/17/2006	36	CHARLAND RUREY CONSTRUCTION	Golden Glades Construction -12/05	124,629.08
3/16/2006	3/14/2006	3/22/2006	4/7/2006	22	CSX TRANSPORTATION	New River Bridge 1/2004-03/2006	766,779.64
3/16/2006	3/14/2006	3/23/2006	3/28/2006	12	BELLSOUTH	Segment 5 Materials -09/05	2,629.47
3/16/2006	3/14/2006	3/23/2006	3/28/2006	12	HUGHES SUPPLY	Segment 5 Materials -01/06	8,097.17
3/16/2006	3/14/2006	3/23/2006	3/28/2006	12	RAILTECH BOUTET INC	Segment 5 Materials -01/06	15,538.50
3/15/2006	3/14/2006	3/23/2006	3/28/2006	13	NORTH AMERICAN SIGNAL	Segment 5 Materials -01/06	4,435.00
3/7/2006	3/21/2006	3/23/2006	3/24/2006	17	WASSEMER PAINTING	New Office Painting -03/06	5,975.00
3/9/2006	3/14/2006	3/23/2006	3/27/2006	18	PARSONS TRANSPORTATION	Consulting Services MIA -02/24/06	14,717.92
2/28/2006	2/28/2006	3/23/2006	3/24/2006	24	TRI COUNTY RAIL CONSTRUCTORS	Segment 5 Materials -01/06	3,108,237.46
2/24/2006	3/20/2006	3/23/2006	3/24/2006	28	ATC INTERNATIONAL	Rolling Stock Security Camera -02/06	295,000.00
2/19/2006	3/6/2006	3/23/2006	3/27/2006	36	KIMLEY HORN AND ASSOCIATES	Consulting Services -12/05	19,497.45
3/20/2006	3/28/2006	3/29/2006	4/7/2006	18	AMERICAN BUSINESS SYSTEMS	Postage Mail Machine -03/06	2,694.00
3/16/2006	3/28/2006	3/29/2006	4/7/2006	22	HERZOG TRANSIT SERVICE	Coach Maintenance -02/06	101,365.57
3/6/2006	3/22/2006	3/29/2006	4/7/2006	32	ODA, DBA A BEAUTIFUL CEILING	Removal of Ceiling -03/06	3,300.00
				25	TOTAL CAPITAL EXPENDITURES		\$ 7,535,242.71
		Item Total		74	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		\$ 9,915,128.72

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- MARCH 2006**

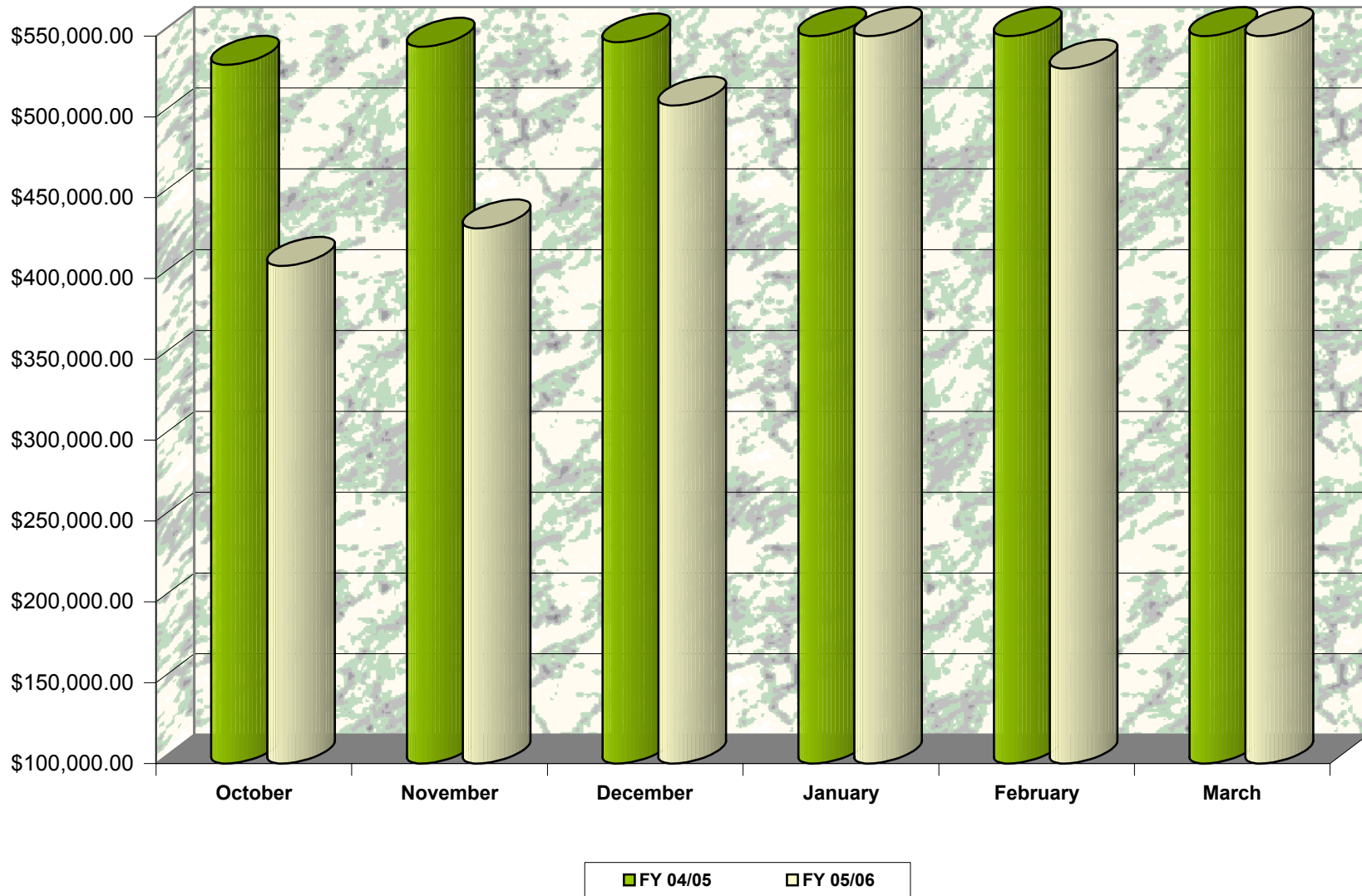
REVENUE - MARCH 2006

DESCRIPTION	Mar-05	Mar-06	VARIANCE	%
Weekday Sales	515,004	497,437	(17,567)	-3.4%
Weekend Sales	77,857	73,346	(4,511)	-5.8%
Other Income	13,855	10,555	(3,300)	-23.8%
Total Revenue	606,716	581,338	(25,378)	-4.2%

**Revenue Monthly Trends
FY 04/05 and FY 05/06**



**Annual Trends
FY 04/05 and FY 05/06**

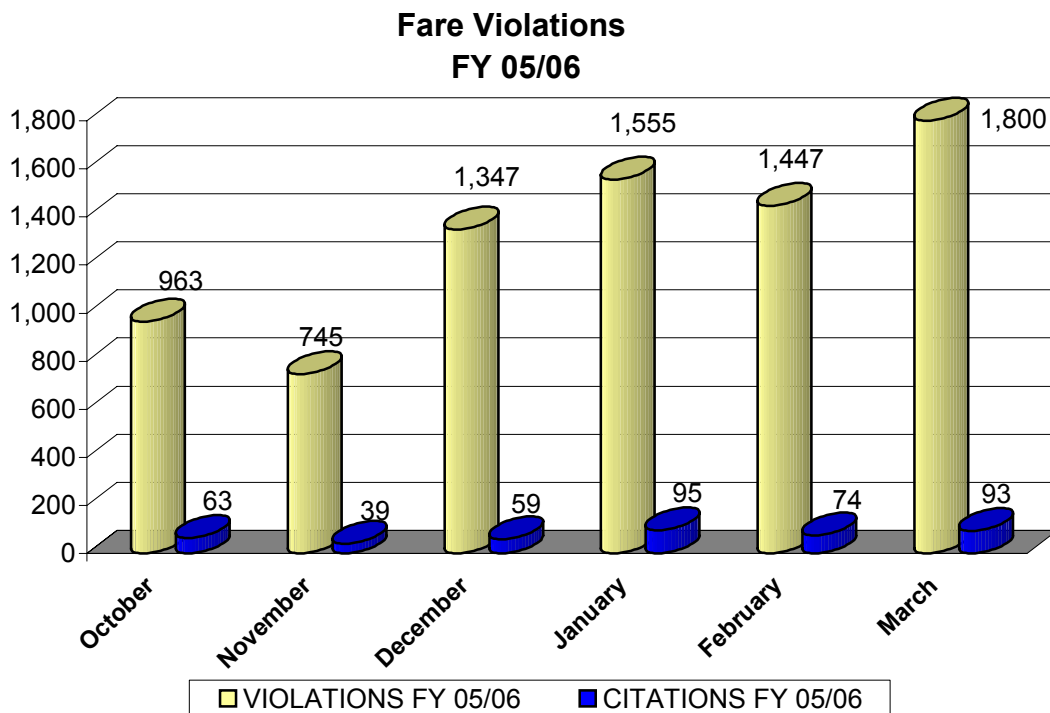


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
OCTOBER 2005 TO MARCH 2006**

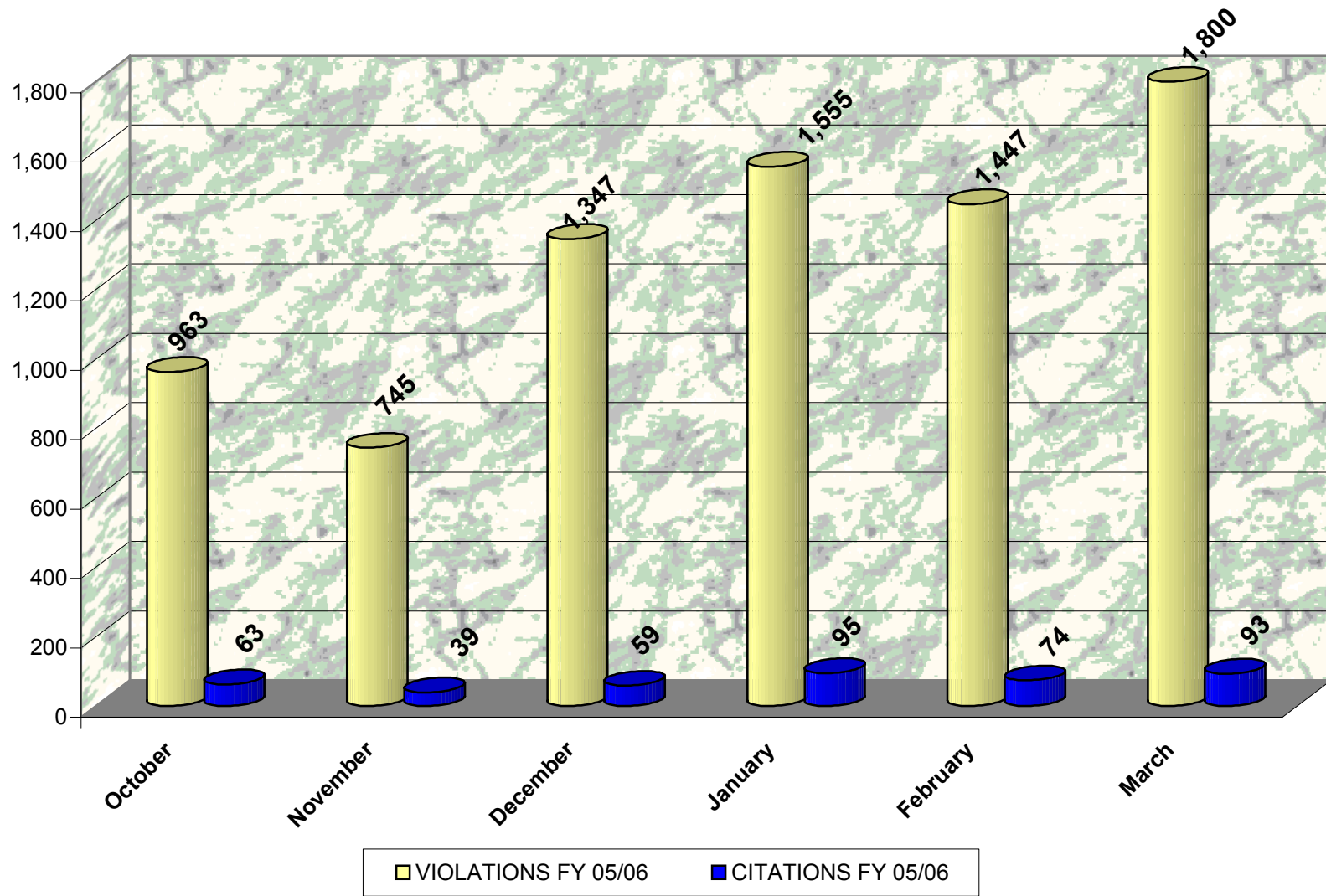
MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
OCTOBER 2005	143,769	963	63	898	89%
NOVEMBER 2005	114,184	745	39	702	64%
DECEMBER 2005	172,526	1,347	59	1,284	83%
JANUARY 2006	175,605	1,555	95	1,457	78%
FEBRUARY 2006	173,825	1,447	74	1,368	80%
MARCH 2006	199,736	1,800	93	1,698	80%
AVERAGE	163,274	1,310	71	1,235	79%

FARE EVASION % **0.90%**

FINES \$ **6,366**



**Fare Violations
FY 05/06**





Solicitation Status Report March 2006

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	*RFP	Universal Automated Fare Collection System (UAFCS) Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	TBD	31-Mar-06	14-Apr-06	25-Apr-06	07-Jun-06	TBD
06-101	*RFP	Dispatch Services Contract Admin.: R. Becker Proj. Mgr.: E. Byers	TBD	04-Jun-06	05-Jun-06	14-Jun-06	TBD	TBD
06-848	*RFP	Maintenance of Way (MOW) Services Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	TBD	01-Jun-06	02-Jun-06	16-Jun-06	TBD	TBD
06-852	*ITB	Holland Park Mitigation Project Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	\$350,00-\$450,000	23-Apr-06	24-Apr-06	2-May-06	22-May-06	23-Jun-06

*These dates are currently tentative.



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of March 2006**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
13-Mar-06 Contractor Project Justification	P.O. No. 06-000368 WXEL TV/FM Radio Advertising Radio advertising spots per insertion order sheets. Spots will run at specified dates and times during the months of April, May and June 2006 on Public Broadcast Radio Station WXEL.	Purchase Order	14,996.80	N/A
13-Mar-06 Contractor Project Justification	P.O. No. 06-000369 WLRN Radio Advertising Radio advertising on Public Broadcast Station WLRN per flight times provided by vendor.	Purchase Order	10,320.00	N/A
14-Mar-06 Contractor Project Justification	P.O. No. 06-000374 Cristiano Electric, Inc. Electrical Electrical work to disconnect the existing junction boxes and cable feeds to the modular furniture at 1100 Park Central Blvd., South, Building One, Suite 1700, Pompano Beach, Florida, 33064 on March 16, 2006.	Purchase Order	13,110.00	N/A
27-Mar-06 Contractor Project Justification	P.O. No. 06-00408 Contract Connection Benches Victor Stanley Ribbon Series RB-28, 6" bench (vs gloss black), galvanized and assembled (welded); includes installation at station under bus bays. Freight on bench delivery including lift gate.	Purchase Order	10,627.36	N/A
28-Mar-06 Contractor Project Justification	P.O. No. 06-00405 Security One Systems System Upgrades Access control system upgrades and alarm coverage in 800 NW 33rd Street, Suite 200, Pompano Beach, Florida 33064 as per Proposal No. 9926-0 dated 01/09/06.	Purchase Order	13,000.00	N/A

**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of March 2006**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
07-Mar-06 Contractor Project Justification	N/A City of Boca Raton Easement Deed For the purpose of transferring ownership and maintenance responsibilities of the water and sewer lines serving the Boca Raton Station to the City of Boca Raton. The easement also grants the City of Boca Raton access to the utilities for the purposes of performing repairs and/or maintenance.	N/A	10.00	N/A
07-Mar-06 Contractor Project Justification	01-839 Washington Group International, Inc. (WGI) Double Track Corridor Improvement Program - New River Bridge Project Memorandum of Agreement for Framework for Settlement Negotiations relative to Agreement No. 01-839 for the New River Bridge between SFRTA and Washington Group International.	N/A	0.00	N/A
14-Mar-06 Contractor Project Justification	99-825 DMJM+Harris, Inc. Project Management Consultant Services This amendment extends the period of performance for Project Management and Construction Management Services for the New River Bridge Project from March 31, 2006 until March 31, 2007 and adds to the not-to-exceed amount of the Agreement. This change was negotiated with and approved by FDOT.	Amendment 14	1,570,750.85	N/A
14-Mar-06 Contractor Project Justification	01-839 Washington Group International, Inc. (WGI) Double Track Corridor Improvement Program - New River Bridge Project To increase the Contract amount by a lump-sum to reimburse the Contractor for performance of a scour analysis of the New River channel where the bridge is being constructed. There is no additional time required for this change.	Change Order No. 37	20,811.00	N/A
14-Mar-06 Contractor Project Justification	01-839 Washington Group International, Inc. (WGI) Double Track Corridor Improvement Program - New River Bridge Project To extend the Contract Completion Date by 111 days a result of "the October Flagging Claim" and 45 days for WGI's remobilization of drilled shaft operations, for a total of 156 days. This Change Order includes no additional cost; however, SFRTA has reserved its right to deny and WGI request for additional compensation related to this Change Order.	Change Order No. 38	0.00	N/A
14-Mar-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for continued payment of Category A-1 Work - Flagging. This change will add a not-to-exceed amount to the Contract. There is no time extension required for this change.	Change Order No. 74.03	700,000.00	N/A